



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

FACSIMILE
(213) 626-1812

March 31, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

24

MARCH 31, 2009

Dear Supervisors:

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DEPARTMENT OF TREASURER AND TAX COLLECTOR:
RECOMMENDATION TO AWARD CONTRACTS FOR
CLEANUP AND TRASH REMOVAL SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is recommending approval to award the Cleanup and Trash Removal Services contract to two (2) firms that met TTC's bid requirements as a result of an Invitation For Bids (IFB) released on December 5, 2008.

TTC serves as the Public Administrator (PA) for the County of Los Angeles and, pursuant to California Probate Code, is responsible for administering decedent estates. TTC also provides services at conservatee estates under agreement with the Public Guardian. Approval of the recommended contracts will ensure continued delivery of cleanup and trash removal services at decedent and conservatee estates throughout the County of Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and instruct the Chairman to sign the attached contracts with Apex Waste Systems, Inc. (Apex) and Southwest Hauling, Disposal, and Demolition, Inc. (Southwest Hauling) for the provision of cleanup and trash removal services, commencing May 1, 2009 or upon the date of Board approval,

whichever is later, with an annual maximum Contract Sum not to exceed \$150,000 per contract for the initial year.

2. Delegate authority to the TTC to execute future amendments to extend the Contract for a maximum of four (4) one-year renewals and six (6) month-to-month extensions at the option of the TTC in accordance with the term of the contract.
3. Authorize the TTC to execute amendments to increase each respective contract sum by no more than 15% annually based on increased workload, if applicable.
4. Delegate authority to the TTC, if necessary, to execute substantially similar Contract(s), without affecting the maximum Contract Sum, to the next highest ranked bid identified in this IFB process to ensure that unanticipated circumstances or changes in the cleanup and trash removal services workload requirements during the term of the Contract do not jeopardize TTC's mandated operations, provided County Counsel approval is obtained prior to execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

As the Public Administrator for the County of Los Angeles, TTC administers decedent estates and under agreement with the Department of Mental Health, provides estate management services to conservatee estates. The as-needed services include indoor and outdoor cleanup and trash removal services at estate properties located throughout the County of Los Angeles and on occasion in neighboring counties. Specifically, services include, but are not limited to, lawn and shrub maintenance (mowing the lawn, raking leaves, etc.); weed and debris removal with minor pruning/branch removal and/or tree removal; disposal of non-salvageable items of the estate such as unusable furniture, clothing, mattresses and box springs, major and minor appliances, and durable goods. The size and complexity of each job and the condition of the job site varies. It is estimated that the PA receives approximately 250 service calls annually.

Historically, these services have been secured from two (2) and up to three (3) firms. Your Board awarded three (3) contracts on March 30, 2004 for the provision of cleanup and trash removal services. However, during the contract term, one contractor opted to terminate its contract as of February 20, 2008. The remaining two (2) contractors were able to perform the required services through the remaining term of the contract, which will expire April 30, 2009.

Approval of the recommended two (2) contracts with Apex and Southwest Hauling will allow TTC to continue providing uninterrupted services for decedent and conservatee estates under its administration.

Implementation of Strategic Plan Goals

The approval of these contracts is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. These contracts will continue to improve operations through the utilization of the contractors' expertise to effectively provide as-needed cleanup and trash removal services in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

Funds are appropriated in the current year's budget for these services, offset by reimbursements from the individual estates and/or Department of Mental Health (Public Guardian).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of these contracts are for one (1) year with four (4) one-year renewals and six (6) month-to-month optional extensions to be exercised at the discretion of the TTC effective May 1, 2009 through April 30, 2014. The contractors will be used on an as-needed, rotational basis as necessary.

The contracts contain the County's required provisions including those specifically pertaining to compliance with the County's Child Support Program, Consideration of GAIN/GROW Participants for Employment, Jury Service Program, Safely Surrendered Baby Law, and the provision for notification by Contractor when the Contract Term reaches six months of expiration and when expenditures reach 75% of the Contract Sum.

The attached contracts have been approved as to form by County Counsel.

CONTRACTING PROCESS

On December 5, 2008, the IFB was released via e-mail and/or U.S. mail to 187 prospective bidders. The prospective bidders are listed on Attachment I. The IFB was also listed on the County of Los Angeles Bid website (Attachment II) and posted to the TTC website. Of the 187 prospective bidders, twenty-two (22) firms attended the mandatory bidders' conference on January 6, 2009.

Of the twenty-two (22) firms in attendance, TTC received eight (8) bids from the following firms: Apex, Southwest Hauling, EcoLogical LLC, DYJP Incorporated dba California Environmental Solutions, International Environmental Corporation, Crest Labor, Inc. (Crest), Pepo Weed Abatement, Inc. (Pepo Weed), and Ultimate Maintenance Services, Inc. (Ultimate Maintenance). The bid submission due date was Tuesday, January 20, 2009.

After careful review of the eight (8) bids received, TTC, after consultation with County Counsel, requested supplemental information from all bidders since the bids initially did not meet the stated minimum requirements and contained incomplete and/or missing bid information. Supplemental documentation was received from six (6) of the eight (8) competing firms. Pepo Weed failed to submit all of the requested supplemental information by the February 12, 2009 deadline, Ultimate Maintenance failed to respond to TTC's Request For Supplemental Data letter, and Crest failed to provide evidence of current Crime Coverage or a letter from a qualified insurance carrier indicating a willingness to provide the required coverage. Therefore, Pepo Weed, Ultimate Maintenance, and Crest were deemed non-responsive and disqualified from further evaluation. The remaining five (5) bids were complete and responsive and met the minimum requirements and followed the content, sequence and format as defined in the IFB.

In evaluating cost, TTC reviewed the proposed hourly rates and considered each bidder's projected annual cost to perform cleanup operations. The bid analysis was based on a pass/fail criterion of the minimum requirements and then ranked in order with respect to the lowest priced bids. The cost analysis determined Apex and Southwest Hauling as the top two (2) ranking, qualified bids (lowest priced bids). Apex and Southwest Hauling are not certified Small Business Enterprise (SBE)/Community Based Enterprise (CBE).

Minority and women owner/employee statistics for the eight (8) responding firms to the IFB solicitation are listed in Attachment III. Minority and women owner/employee statistics for Apex and Southwest Hauling are included in the same attachment. Upon final analysis and consideration for award, Apex and Southwest Hauling were selected without regard to race, gender, color, or creed.

The services are utilized on an as-needed, intermittent basis. These are not Proposition A contracts and therefore are exempt from the Living Wage Program (County Code Chapter 2.201).

The Honorable Board of Supervisors
March 31, 2009
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended contracts will ensure uninterrupted cleanup and trash removal services at estates of decedents and conservatees under management of both TTC and the Department of Mental Health.

CONCLUSION

Instruct the Executive Officer/Clerk of the Board to return two (2) signed originals of each separate contract and one (1) adopted Board letter to TTC.

Respectfully submitted,



MARK J. SALADINO
Treasurer and Tax Collector

MJS:HR:
WMH:hk

Attachments (4)

c: Chief Executive Officer
County Counsel
Auditor-Controller
Department of Mental Health

1-800-GOT-JUNK?
11330 Ohio Ave., Apt. #5
Los Angeles, CA 90025

A PLASTIC BAGS FOR YOU
7335 Orangethorpe Ave.
Buena Park, CA 90621

Albatross Innovations
12530 Indianapolis St.
Los Angeles, CA 90066

Allen Construction Co.
6792 Silver Beach
Huntington Beach, CA 92648

AMW, Inc.
1978 N. Los Robles
Pasadena, CA 91103

Apland Construction
P.O. Box 1505
Patterson, CA 95363

Azteca Landscaping
10964 Roswell Avenue
Pomona, CA 91766

B.T. Turner Trucking & Demolition
3406 So. Dunsmuir Ave.
Los Angeles, CA 90016

BENZ CONSTRUCTION SRVC
1731 Sierra Hwy.
Rosamond, CA 93560

Blackstone Consulting, Inc.
642 S. Sunset Ave.
West Covina, CA 91790

1-800-GOT-JUNK?
1749 Juliet Ct.
Brea, CA 92821

Absolute Tree and Brush
10358 La Tuna Canyon Rd.
Sun Valley, CA. 91352

All Clean Dutch Cleaning
8516 O'Melueny Ave.
Sun Valley, CA. 91352

Allied Waste Services of N. Am
9200 Glenoaks Blvd.
Sun Valley, CA. 91352

Animal Pest Mgmt
13512 Vintage Place
Chino, CA 91710

Apple Services, Inc.
P.O. Box 354
Norwalk, CA 90650

B & B Building Maintenance Svc's
270 E. Douglas Ave.
El Cajon, CA 92020

Badger Landscaping
10708 Floralita Ave.
Sunland, CA 91410

Best Janitorial Services
505 S. Beverly Dr., #921
Beverly Hills, CA 90212

Bolyn Woodworks
P.O. Box 3287
Wrightwood, CA 92397

1-800-GOT-JUNK?
7226 Remmet Ave.
Canoga Park, CA 91303

Accent Landscape, Inc.
P.O. Box 3550
Gardena, CA 90247

All Pro Tree Trimming
2914 Urban Avenue
Santa Monica, CA 90404

American Waste & Recycling Svc's
1215 Bay Pointe Dr.
Newport Beach, CA 92660

APEX WASTE SYSTEMS INC.
14521 S. Avalon Blvd.
Gardena, CA 90248

ATHENS DISPOSAL CO.
14048 Valley Blvd.
City of Industry, CA 91716

B&B Kings Construction & Mtnc
1800 S. Robertson Blvd. #907
Los Angeles, CA 90035

Baker Enterprises
3920 6th Ave.
Los Angeles, CA 90008

Bill's Landscaping
42536 4th Street East
Lancaster, CA 93535

BRIGADIER CORP.
915 W. Foothill Blvd. #C-403
Claremont, CA 91711

BURRTEC WASTE INDUSTRIES
9890 Cherry Ave.
Fontana, CA 92335

California Western Arborist, Inc.
4201 Long Beach Blvd.
Long Beach, CA 90807

CBI Weed Abatement
2078 Hercules Court
Simi Valley, CA 93065

Clean Up America
515 Montebello Way
Montebello, CA 90640

Cleanwell Maintenance Co.
8141 2nd Street, Ste. 530
Downey, CA 90241

Clyde Larson & Sons
16500 W. Avenue D
Lancaster, CA 93536

Consolidated Disposal Service
12949 Telegraph Rd.
Santa Fe Springs, CA 90670

Crest Moving Co.
120 E. 5th Street
Los Angeles, CA 90013

Crime Scene Sterl-Clean, LLC
9716 6th Street
Rancho Cucamonga, CA 91730

Dave Kutch
720 Murchison Street
Pomona, CA 91768

David Reese Lanscape
306 Roycroff Avenue
Long Beach, CA 90814

Delta Window Cleaning Co., Inc.
2062-A Walsh Ave.
Santa Clara, CA 95050

Denali Cleaning & Lawn Service
14746 Leahy Ave.
Bellflower, CA 90706

Dirt Service, Inc.
29651 Mulholland Hwy.
Agoura, CA 91301

Don Dyas Excavating
P.O. Box 572
Rosamond, CA 93560

Dirversified Capital, Inc.
99 S. Lake Ave., Ste. 210
Pasadena, CA 91101

Dynamo Tractor Inc.
24890 North Apple St.
Newhall, CA 91321

E & J Weed Abatement Co.
5945 Noraak Court
La Mesa, CA 90242

Ed Oueilhe (Deborah Lynn Oueilhe)
4294 N. Electric Ave.
San Bernardino, CA 92407

EDCO DISPOSAL CORP.
6762 Stanton Ave.
Buena Park, CA 90621

Edge Manufacturing
1880 Delilah Street
Corona, CA 92879

Ellingford Landscape
29606 Park Glen Place
Canyon County, CA 91351

Executive Suite Svc., Inc.
19025 Parthenia St. #200
Northridge, CA 91324

Fast Hauling & Moving
716 Ventura St.
Altadena, CA 91001

Fast Hauling & Moving, Inc.
1466 San Pasqual Street
Pasadena, CA 91106

Federal Disposal
P.O. Box 118
Santa Ana, CA 92702

Fire Prevention Services, Inc.
P.O. Box 2012
Alpine, CA 91903

Four Season's Lanscaping
6404 Wilshire Blvd., Ste. 1151
Los Angeles, CA 90048

Fresh Creek Technologies, Inc.
1425 Pompton Ave., Ste. 1-2
Cedar Grove, NJ 7009

G.I. Industries
195 W. Los Angeles Ave.
Simi Valley, CA 93065

Gardner Tractor
10552 Chestnut Ave.
Stanton, CA 90680

Gary's Lot Cleaning
1861 W. 247th Street
Lomita, CA 90717

Global Waste Recycling
2694 E. Garvey Ave., S. PMB 322
West Covina, CA 91791

Golden Bear Arborists, Inc.
146 E. Railroad Ave.
Monrovia, CA 91016

Gothic Landscaping
27502 Avenue Scott
Valencia, CA 91355

Great Earth Contracting
2872 Garona Drive
Hacienda Heights, CA 91745

Green Environmental Concept
4326 Hungerford Street
Lakewood, CA 90712

H & H Building Maintenance
18120 Andrea Circle South
Northridge, CA 90325

H & H Citrus
P.O. Box 195
Mentone, CA 92359

Hak-Away
42832 Beauville Court
Lancaster, CA 93536

Harnisch Corp.
4731 Telegraph Rd.
Los Angeles, CA 90022

Haul Away Rubbish Service Co.
1205 Date St.
Montebello, CA 90640

International Environ, Corp.
P.O. Box 4218
Panorama City, CA 91412

International Resources Recover
3982 S. Figueroa St., Ste. 208
Los Angeles, CA 90037

Island Environmental Services, Inc.
3359 W. Pomona Blvd.
Pomona, CA 91768

J.C.D. & Sons Landscaping Co.
2008 Lainie Street
West Covina, CA 91792

J.D. Tractor Service
4580 W. 132nd Street
Hawthorne, CA 90250

Jackson Disposal Service
13316 Leffingwell Road
Whittier, CA 90605

Joe Hamby
P.O. Box 5465
Orange, CA 92863

John's Janitorial Service
P.O. Box 361
Montebello, CA 90640

Juan Garcia
14437 Beaver Street
Sylmar, CA 91342

Key Disposal Inc.
P.O. Box 459
141 S. Taylor Ave.
Montebello, CA 90640
KMJ Landscape Service
2024 Tuman
La Habra Heights, CA 90631

Kite Weed Control
P.O. Box 91001
Pasadena, CA 91109
KRM Garden Management
P.O. Box 722
Sun Valley, CA. 91353

Klean Sweep
P.O. Box 3607
Torrance, CA 90510

L. Barrio's & Associates
302 E. Foothill, Suite 101
San Dimas, CA 91773

La Cucaracha Pes Control Service
2347 Riverside Avenue
Los Angeles, CA 90031

Landscape Maintenance, Inc.
742 Todd Ave.
Azusa, CA 91702

Landscape West, Inc.
950 Tustin Ave.
Anaheim, CA 92807

Las Tunas Nursery
1155 E. Las Tunas Drive
San Gabriel, CA 91776

Leiva's Rolloff Disposal Inc.
4636 Grape Street
Pico Rivera, CA 90660

Looney Bins, Inc.
9081 Tujunga Ave.
Sun Valley, CA. 91352

Majestic Ladscape & Maintenance
537 Slope Drive
Walnut, CA 91789

Marty's Tractor
238 14 Avenue D-12
Lancaster, CA 93536

Mike Rice Trenching
40757 200th Street West
Palmdale, CA 93551

Moss America Companies
P.O. Box 5795
Beverly Hills, CA 90209

Nationwide Environmental Srvcs.
11914 Front Street
Norwalk, CA 90650

P & R Services
4540 W. Avenue M-8
Quartz Hill, CA 93536

Pacific Sun Mntce. Co., Inc.
1101 Crenshaw Blvd., Ste.103
Los Angeles, CA 90019

L & S Construction
P.O. Box 1318
36969 Kanow Ave.
Little Rock, CA 93534
Lentz Weed Abatement
6211 North Hamlin
Azusa, CA 91702

Lopez & Sons
5366 Alamedos Street
Montclair, CA 91736

Mariposa
Horticultural Enterprises, Inc.
15529 Arrow Highway
Irwindale, CA 91706
McCarrell Associaes
517 No. Guadalupe Ave.
Redondo Beach, CA 90277

Mike's Cleanup Service
11814 Burgess Street
Whittier, CA 90604

Naranjo Landscape
2330 E. Palm Avenue
Orange, CA 92867

Natural Building Maintenance Corp.
4143 W. Pico Blvd.
Los Angeles, CA 90019

Pacific Contract Mfg
2924 1/2 Main Street
Santa Monica, CA 90405

Pepo Weed Abatement
40441 Gemelos Ct.
Palmdale, CA 93551

Lechuga Tree Service Inc.
P.O. Box 400594
Hesperia, CA 92345

Littleton G Land Cleaning
2619 Dalton Ave.
Los Angeles, CA 90018

LRP Production
837 1/2 W. Gage Ave.
Los Angeles, CA 90044

Martin Shaffer
12087-20 North Lopez Cyn. Rd.
San Fernando, CA 91342

MGS Disposal
16804 S. Figueroa Street
Glendale, CA 91225

Mitchell Pest Control, Inc.
305 Agostino Road
San Gabriel, CA 91776

National Demolition
10403 Glenoaks Blvd.
Pacoima, CA 91331

Norcal Waste Services, Inc.
3514 Emery St.
Los Angeles, CA 90023

Pacific Gardening
P.O. Box 3801
Los Angeles, CA 90078

Pestmaster Services, Inc.
45310 N. Trevor Avenue
Lancaster, CA 93535

Plant-terra Landscaping
14511 Ducat Street
Mission Hills, CA 91345

PMK Enterprises
95 Windy Hill Lane
Smithfield, NC 27577

Poot Trucking
14823 Lanning Drive
Whittier, CA 90604

Powerland Equipment, Inc.
27943 Valley Center Rd.
Valley Center, CA 92082

Professional Cleaning & Maintenance
1640 W. 57th Street
Los Angeles, CA 90062

Quality Sprayers, Inc.
1549 W. 17th
Long Beach, CA 90813

Quality Waste Services, Inc.
3534 Whittier Blvd.
Los Angeles, CA 90023

Qulaity Brush Clearing
4239 Ish Drive
Simi Valley, CA 93065

R & J Demolition & Disposal
1213 S. Fir Ave.
Inglewood, CA 90301

R.S. Marshall Const. Inc.
P.O. Box 500
Lake Hughes, CA 93532

Real Estate Consulting & Svc's Inc.
635 E. 1st Street #418
Tustin, CA 92780

Red Carpet Bldg Maint. Corp.
19025 Pathenia St. #201
Northridge, CA 91324

Richard Domasin
720 W. Kenneth Road
Glendale, CA 91202

Richard Ventura
6732 Van Port Avenue
Whittier, CA 90606

Rios Hauling Service
6520 Coldwater Canyon
North Hollywood, CA 91606

Rivera Irrigation, Inc.
2105 W. Collins Avenue
Orange, CA 92867

Rock's Tree & Hillside Service
644 North Orchard Drive
Burbank, CA 91506

Ron's Hauling & Clean-Up Sevices
778 Maplewood Court
Newbury, CA 91302

Ron's Complete Tree Service
778 Maplewood Court
Newbury, CA 91302

Roy Simi
5018 E. Avenue I
Lancaster, CA 93535

Roy Varner
2501 East Avenue P
Palmdale, CA 93550

Ruiz Bros. Construction Co., Inc.
2181 So. Atlantic Blvd.,Ste. 101
City of Commerce, CA 90040

RWH Construction
12722 Carmenita Rd.
Santa Fe Springs, CA 90670

S.A. Williams Services
3025 Hillcrest Drive
Los Angeles, CA 90016

Sakaida & Son
P.O. Box 7412
Van Nuys, CA 91409

Salco Landscape Service, Inc.
6754 Los Arcos Street
Long Beach, CA 90815

Sam K. Kimura
9523 Rincon Ave.
Pacoima, CA 91331

SBE Transport, Inc.
16022 Placid Drive
Whittier, CA 90604

Scott Harter
237 72nd Street West
Rosamond, CA 93560

Scott Tractor Service
P.O. Box 478
Bloomington, CA 92316

Shelterclean, Inc.
2514 N. Naomi
Burbank, CA 91504

Skelton, Charles A.
47076 Kings Cyn Road
Lancaster, CA 93636

South Bay Recycling
15001 S. San Pedro St.
Gardena, CA 90248

Southbay Landscaping
1819 W. 120th Street
Los Angeles, CA 90042

Southered California Environmental,
Inc.
25422 Trabuco Rd. #105-409
Lake Forest, CA 92630

Southern California Tree & Landscape
P.O. Box 3395
Torrance, CA 90510

South Pac Industries, Inc.
4411 North Division St.
Lancaster, CA 93535

Specialty Mowing
P.O. Box 517
Fallbrook, CA 92028

Specialty Weed Control
12601 Ornelia Road
Whittier, CA 90601

Spraying Services
1425 W. 139th Street
Gardena, CA 90249

SR. Landscape
P.O. Box 12181
La Crescenta, CA 91224

Steelclad, Inc.
320 North Palm St., Unit C
Brea, CA 92821

Stering Van Lines
4550 E. Olympics Blvd.
Los Angeles, CA 90022

Synlawn Of California
15355 Raymer St.
Van Nuys, CA 91406

Ted Gault
1450 Harvard #6
Santa Monica, CA 90404

Telesca Trucking Co.
2309 Torrance Blvd., #204
Torrance, CA 90501

TLM Petro Labor Force Inc.
909 N. Alameda St.
Compton, CA 90220

Torrez Trucking, Inc.
190 E. Crowther Ave., Ste. B
Placentia, CA 92870

Toyo Landscaping Co.
764 N. Cypress St.
Orange, CA 92867

Trembly Tractors
28873 Selfridge Drive
Malibu, CA

Tyco HealthCare Group LP
27042 Towne Center Dr., Ste.220
Foothill Ranch, CA 92610

UB Hauling
950 W. Phillips Blvd.
Pomona, CA 91766

Ultimate Maintenance Services
4237 Redondo Beach Blvd.
Lawndale, CA 90260

United Pacific Waste
4320 San Gabriel River Pkwy
Pico Rivera, CA 90660

Universal Waste Systems Inc.
9016 Norwalk Blvd.
Santa Fe Springs, CA 90670

Uribe Trucking, Inc.
DBA: Alex Moving & Storage
2610 South Birch Street
Santa Ana CA 92707

Valley Light Industries Inc.
5358 Irwindale Ave., Unit B
Balwind Park, CA 91706

Van Gogh Landscape
11684 Ventura Blvd., Ste. 818
Studio City, CA 91604

Versatile Enterprises
25101 Mulholland Highway
Calabasas, CA 91302

Vic's Hauling & Cleanup Service
14840 Lindhall Way
Whittier, CA 90604

Wallace Johnson Demolition
43030 6th Street East
Lancaster, CA 93535

Waste By Rail, Inc.
2240 Newport Blvd.
Newport Beach, CA 92663

Waste Management
1970 E. 213th Street
Long Beach, CA 90810

Wayne Monson
18606 Lahey Street
Northridge, CA 91326

Wilcox Landscaping
P.O. Box 800205
Valencia, CA 91354

Woods Maintenance Service
7260 Atoll Avenue
North Hollywood, CA 91605

Zero Waste Solutions
P.O. Box 1485
Newark, CA 94560

DOING BUSINESS WITH US

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L.A. county
 ONLINE

To Enrich Lives Through Effective and Caring Service

 Search for an
 Open Bid

 A B C D E F
 G H I J K L
 M N O P Q R
 S T U V W X
 Y Z All

Search By

 Bid Title

Sort By

 Bid Title

Bid Detail Information

Bid Number : TTC IFB 2008-01, CTRS

Bid Title : Invitation For Bids (IFB) For Cleanup and Trash Removal Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE

Open Date : 12/5/2008

Closing Date : 1/20/2009 4:00 PM

Bid Amount : N/A

Bid Download : [Available](#)
Bid Description : The County of Los Angeles Treasurer and Tax Collector (TTC) is requesting bid and Trash Removal Services at estate properties that includes, but is not limited maintenance, weed and debris removal (pruning, branch/tree removal), and disposal of the estate.

The IFB package will be available for download from the internet by either accessing Angeles' website at: <http://camisvr.co.la.ca.us/lacobids> and selecting "View Open Department," or the TTC website at: <http://ttc.lacounty.gov> and selecting this IFB Opportunities" link. Potential bidders should take care to download and review the service requirements, bid content and format requirements, a description of the sample contract. Firms that meet the minimum requirements identified in Section of the IFB are invited to submit a bid to provide the services described further in Work, of the IFB. Potential bidders should carefully review the IFB and ensure that IFB requirements.

A Mandatory Bidders' Conference is scheduled to answer questions regarding the IFB that will be held at 10:00 a.m., Pacific Time, on Tuesday, January 6, 2009 at West Temple Street, Room 140, Los Angeles, CA 90012. Any firm submitting a Conference or will be disqualified. To register to attend the Mandatory Bidders' Conference, contact Helen Kim, TTC Contracts Section, at (213) 974-7360 by December 31, 2008.

IFB responses must be prepared in accordance with Section 2.0, Instructions to due no later than 4:00 p.m., Pacific Time, Tuesday, January 20, 2009, and shall Treasurer and Tax Collector – Contracts Section, 500 West Temple Street, Room 90012. Bids received after the scheduled deadline will not be accepted and shall remain unopened.

Contact Name : Helen Kim

Contact Phone# : (213) 974-7360

Contact Email : contracts@ttc.lacounty.gov
Last Changed On : 12/5/2008 4:01:44 PM

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FIRM/ORGANIZATION INFORMATION CLEANUP AND TRASH REMOVAL SERVICES

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed, or color.

FIRM/ORGANIZATION INFORMATION	APEX		SOUTHWEST HAULING		ECOLOGICAL		DYJP		INTERNATIONAL ENVIRONMENTAL CORPORATION		CREST		PEPO WEED		ULTIMATE MAINTENANCE	
Owners/Partners/ Associate Partners	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition																
Black/African American	1														N/A	N/A
Hispanic/Latino			1				2	1	2		1			1	N/A	N/A
Asian or Pacific Islander	1				1										N/A	N/A
American Indian											2				N/A	N/A
Filipino															N/A	N/A
White			1										1		N/A	N/A
Managers																
Race/Ethnic Composition																
Black/African American	1														N/A	N/A
Hispanic/Latino			2				2	1	1					1	N/A	N/A
Asian or Pacific Islander	1														N/A	N/A
American Indian															N/A	N/A
Filipino															N/A	N/A
White			2		1										N/A	N/A
Staff																
Race/Ethnic Composition																
Black/African American	2				1						11				N/A	N/A
Hispanic/Latino	7	1	6	1	3	1			24	2	9		10		N/A	N/A
Asian or Pacific Islander						2					0				N/A	N/A
American Indian											6				N/A	N/A
Filipino											0				N/A	N/A
White			6	1		1				1	5				N/A	N/A
% Ownership in Firm																
Race/Ethnic Composition																
Black/African American	80%		100%												N/A	N/A
Hispanic/Latino							67%	33%	100%		10%			51%	N/A	N/A
Asian or Pacific Islander	20%				100%										N/A	N/A
American Indian											90%				N/A	N/A
Filipino															N/A	N/A
White													49%		N/A	N/A
Business Structure	Corporation		Corporation		LLC		Corporation		Corporation		Corporation		Corporation		N/A	
Total No. Employees	12		10		10		2		30		34		13		N/A	
Certified as Minority, Woman, Disadvant. or Disabled Veteran Business Enterprise?	N/A		No		No		Yes (CBE/Minority)		Yes (CBE/Minority)		No		N/A		N/A	



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APEX WASTE SYSTEMS, INC.

FOR

CLEANUP AND TRASH REMOVAL SERVICES

76958

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
APEX WASTE SYSTEMS, INC.
FOR
CLEANUP AND TRASH REMOVAL SERVICES**

This Contract and Exhibits made and entered into this 31ST day of MARCH by and between the County of Los Angeles, hereinafter referred to as County and Apex Waste Systems, Inc., hereinafter referred to as Contractor. Apex Waste Systems, Inc. is located at 14521 South Avalon Boulevard, Gardena, CA 90248.

RECITALS

WHEREAS, the California State Probate Code requires the Public Administrator to administer decedent estates and the Treasurer and Tax Collector (TTC) serves as the Public Administrator for the County of Los Angeles, and under agreement with the County Public Guardian, also provides services to conservatee estates. During the course of estate administration and in accordance with the California Probate Code, TTC may provide Cleanup and Trash Removal Services to estates under its administration; and

WHEREAS, TTC is responsible for estate administration and desires to engage Contractor to provide Cleanup and Trash Removal Services; and

WHEREAS, the County may contract with private businesses for Cleanup and Trash Removal Services when certain requirements are met; and

WHEREAS, Contractor has submitted a bid to the TTC for the provision of Cleanup and Trash Removal Services and based upon competitive sealed bidding, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Contractor is a private firm specializing in providing Cleanup and Trash Removal Services; and

WHEREAS, this Contract is therefore authorized under California Government Code, Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the TTC to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.3 EXHIBIT D - Contractor's EEO Certification
- 1.4 EXHIBIT E - County's Administration
- 1.5 EXHIBIT F - Contractor's Administration
- 1.6 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT H - Jury Service Ordinance
- 1.8 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Amendments and Change Notices and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors/Board:** As used herein, the term “Board of Supervisors/Board” shall mean the County’s Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 Business Days:** As used herein, the term “Business Days” shall mean Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 Business Hours:** As used herein, the term “Business Hours” shall mean 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.5 Contract Sum:** As used herein, the term “Contract Sum” shall have the meaning set forth in Section 5.0, Contract Sum.
- 2.6 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the *Statement of Work, Exhibit A*.

- 2.7 Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in *Exhibit F, Contractor's Administration*.
- 2.8 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.9 Contractor's Work Hours:** Shall mean 7:00 a.m. through 4:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays.
- 2.10 County:** As used herein, the term "County" shall mean the County of Los Angeles, California.
- 2.11 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.12 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.13 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Performance Requirements Summary:** Shall have the meaning set forth in *Exhibit A, Statement of Work* and *Exhibit C, Technical Exhibit 2, Performance Requirements Summary*.
- 2.17 Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle

the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. County's Treasurer and Tax Collector serves as Public Administrator of Los Angeles County.

- 2.18 Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of Public Guardian is to protect and care for the person and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the TTC.
- 4.3 The Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove.

Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for the provision of the Services as set forth in *Exhibit A, Statement of Work*, and in accordance with *Exhibit B, Pricing Schedule*, and shall not exceed **\$150,000** for the first year of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract:** The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the

Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Treasurer and Tax Collector
Fiscal Services Division, Accounts Payable
Room 464, Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 **Cost of Living Adjustments (COLAs)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted after the first two (2) years of the contract term based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs is designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of the change. TTC shall have the sole right to approve the assignment or replacement of any Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have a minimum of three (3) years of experience providing cleanup and trash removal services or services equivalent or similar to the services identified in *Exhibit A, Statement of Work*. Contractor's Project Manager shall be available during working hours, Monday through Friday from 7:00 a.m. until 4:00 p.m. for telephone contact and to meet with TTC's Project Manager.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card or Company Identification.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not be limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the

Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement"*, Exhibit G1.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement"*, Exhibit G2.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the

provisions of the *“Contractor Non-Employee Acknowledgment and Confidentiality Agreement,” Exhibit G3.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Term or Contract Sum. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County’s Contract Administrator.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by TTC.
- 8.1.3 For any change which affects the Term of Contract Sum under this Contract, an Amendment shall be prepared therefore, executed by Contractor, and thereafter by the County’s Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.
- 8.1.4 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by TTC.

- 8.1.5 The TTC may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by TTC.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor

under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or

economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the

Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County,

as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact

business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's

Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Crime Coverage: Coverage for Employee Dishonesty with limits at a minimum amount of \$25,000 and covering all employees working pursuant to this Contract. Such insurance shall cover against loss of money, securities, or other property and name the County as loss payee.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein,

may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status,

or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict **TTC** from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the **TTC**, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail,

postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required

by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-

paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet

(Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Treasurer and Tax Collector

Contracts Section

500 West Temple Street, Room 464

Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the

Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of

the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the

event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 USE OF COUNTY SEAL AND TTC'S LOGO

The Contractor shall not use or display the official seal of the County or TTC's logo on any of its letterhead or other communications, or for any other reason.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this

Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished

incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying

department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: APEX WASTE SYSTEMS, INC.

By [Signature]
Name
President
Title

COUNTY OF LOS ANGELES

By [Signature]
(Mayor/Chairman), Board of Supervisors

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#24

MAR 31 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

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1.0 SCOPE OF WORK

1.1 Overview

Contractor will be required to provide indoor and outdoor Cleanup and Trash Removal Services at decedent and conservatee estate properties throughout Los Angeles County and possibly in neighboring counties. These services are requested for single-family structures, duplexes, triplexes, apartments, businesses, vacant land, and other property managed by the Public Administrator on an as needed basis.

Two (2) contractors currently handle approximately 250 service calls each year. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the job and the condition of the job site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, e.g., animal remains, feces, larva in decaying matter, residual body fluids, personal effects of a decedent where cause of death may have been natural, due to illness or communicable disease, etc.

Cleanup may include but not be limited to disposing of all the trash, cutting tree branches and/or tree(s) removal, clearing brush, mowing the lawn, raking leaves, sweeping, etc.

The TTC defines trash as anything that is non-salvageable and already determined by the TTC to have no value. Trash may include but not be limited to unusable furniture (e.g., chairs, tables, sofas, dressers, mattresses and box springs), clothing, shoes, durable goods, major and/or minor appliances (e.g., refrigerators, stoves, ovens, etc.) and debris. Salvage and/or recycling services for appliances (i.e., electronics, old appliances) will be required as directed by the TTC representative in charge.

1.2 Contractor shall have all City, County and State permits and licenses required for their equipment and operations. Services shall be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.

1.3 In the event TTC has a large and/or complex job, all Contractors may be invited to a job site at a given date and time to participate in a competitive bid with other Contractors to provide a fixed, all-inclusive price. All fixed price bids must be submitted to the TTC within one business day after inspection of the job site. TTC management will review the fixed price bid and make a determination within five (5) business days, notifying the firm selected. TTC will determine the assignment start date and determine if the Contractor satisfactorily fulfilled the job assignment upon completion. TTC must approve in

writing any subsequent changes to the original job order/fixed price bid.

- 1.4 Once a job site has been assigned to the Contractor, the Contractor shall not reject the assignment.
- 1.5 Contractor shall be liable for any injury to persons or damage to estate, County or private property, incurred at a job site in the course of performing the services under this Contract. Damage to buildings, appurtenances and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. In the event damage or injury occurs during the course of a job, Contractor will complete and submit Exhibit C, Technical Exhibit 3, Public Administrator Field Incident Report, to document the incident and will submit it to the County Project Manager within one (1) business day of the incident. The Contractor shall cooperate with TTC to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.
- 1.6 TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in Exhibit C, Technical Exhibit 2, Performance Requirements Summary (PRS).

2.0 DEFINITIONS

- 2.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.
- 2.2 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor meets contract performance standards (see Exhibit C, Technical Exhibit 2 - PRS).
- 2.3 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 2.4 **Cleanup and Trash Removal Services On-Site Monitoring Report:** Document used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance. Sample form as set forth in Exhibit C, Technical Exhibit 1 of this Contract.

3.0 WORK HOURS

- 3.1 Services are typically required through a Work Order and Form 403 (Exhibit C, Technical Exhibit 5) and are scheduled within seven (7) calendar days of notice. For example, TTC will fax a Work Order and Form 403 to a Contractor on Monday for services to be rendered at 7:00 a.m. the following week.
- 3.1.1 Contractor shall notify County Project Monitor of any schedule changes to the Work Order. If the presence of the landlord or building manager is required for entry to the job site, Contractor shall also notify the landlord or building manager of the schedule change.
- 3.1.2 Contractor's request to change a Work Order may require the Contractor Project Manager to physically inspect the job site to justify and recommend the Work Order change.
- 3.1.3 Emergency services may be required in which the response time is not to exceed two (2) hours from the initial notification from TTC.
- 3.1.4 The Contractor must have a responsible person available by telephone during the Contractor's work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Use of a pager or cell phone is acceptable provided Contractor is able to return telephone calls to TTC within 30 minutes of being paged or phoned.
- 3.2 If a scheduled work assignment cannot be met by the Contractor, the Contractor must contact TTC no more than 24 hours after the date the job was first assigned.
- 3.3 The Contractor is not required to provide services on County-recognized holidays. The following are the usual holidays observed by the County:
- New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day

4.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

4.1 County Project Manager

- 4.1.1 The TTC shall assign a Project Manager to provide overall management and coordination of the contract and act as liaison for the TTC. The County Project Manager shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individual designated to act as Project Manager, at the time the contract is executed and as changes occur as set forth in Exhibit E, County's Administration, of this Contract.
- 4.1.2 The County Project Manager shall monitor the assignment of cleanup and trash removal service jobs to ensure compliance with Sub-Sections 5.1.2 and 5.1.3 of this Exhibit A, Statement of Work.

4.2 County Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – County. Specific duties will include:

- 4.2.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 4.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.2.2 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments and Change Notices.

4.3 Contractor Project Manager

- 4.3.1 The Contractor shall provide a full-time Project Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract and a designated alternate. County must have access to the Project Manager during all hours, 365 days per year, in the event of an emergency. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Project Manager, or any alternate, at the time the contract is executed, and provide a

current copy of the person's resume at the time the Contract is executed, and notify TTC as changes occur.

- 4.3.2 The Project Manager shall have at least three (3) years of experience providing services similar to those requested in this Contract.
- 4.3.3 The Project Manager and Authorized Official(s) must be able to read, write, speak, and understand English. The Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Project Manager shall be available during normal work hours, 7:00 a.m. to 4:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When the Project Manager cannot be present, the Authorized Official shall be designated to act on behalf of the Project Manager. The TTC shall have the right to approve the assignment or replacement of any Project Manager or Authorized Official(s) recommended by the Contractor.

4.4 Contractor Personnel

- 4.4.1 Contractor shall provide to TTC's Contracts Section, prior to the start of this Contract, a preliminary pool/list of employees that will be performing work under this Contract. Only those Contractor employees having passed the background investigation process in accordance with Section 4.8, Background and Security Investigations, of this Exhibit A, Statement of Work shall be permitted to work under this Contract. This approved list/pool of employees will be utilized by the County Project Manager to monitor job assignments and monitor contractor employees at the job site.
- 4.4.2 As Contractor's approved list/pool of employees assigned to this Contract changes, Contractor shall within five business days: 1) notify the TTC Contracts Section of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, and 2) the TTC Contracts Section has been notified of the employees background investigation check clearance.
- 4.4.3 Each crew must have a responsible lead person who speaks and reads English fluently, to supervise staff, receive and understand verbal and/or written instructions from the County Project Manager, and must have the ability to deliver those

instructions accurately to the crew members.

4.4.4 Contractor's staff must also meet the following requirements:

- Be able to perform indoor and outdoor cleanup of residences, including trash pick-up and disposal, lawn mowing, etc. as requested.
- Be available to meet designated representative of the TTC as scheduled at a job site with all supplies and equipment necessary to begin the job.
- Have the physical capability to remove trash and non-salvageable property from the premises as instructed by the TTC representative.
- Have the physical capability to mow lawns, cut tall weeds, bushes and trees, etc., as directed and designated by the TTC representative, and to leave premises in safe condition.

4.4.5 Contractor's drivers must possess, and maintain at all times, valid California Driver's Licenses and be appropriately insured during the term of the Contract.

4.4.6 All personnel providing services in conjunction with the contract will be required to sign a Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G2 and Contractor Non-Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G3, of this Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contracts Section.

4.4.7 Contractor employees are prohibited from taking or removing any items from the job site for personal use or gain, resale or recycling, or giving to someone else. Contractor employees are not to use any equipment or telephones belonging to estate properties.

4.5 Uniforms/Identification Badges

Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls or jackets) with Contractor's logo and name clearly visible, in order to be easily identified by the public and by TTC.

4.6 Materials and Equipment

4.6.1 Contractor shall be responsible for providing all necessary supplies. Minimum work supplies will include gloves, protective

breathing masks, boots, disinfectants, shovels, brooms, racks, trash bags, and insect repellent. Work equipment should include, at a minimum, trucks, gasoline engine powered hedge trimmer, heavy-duty lawn mower, heavy rope, power chain saws, tarps, and tie-downs. In the event any specialty equipment needs to be rented for use on a particular worksite, Contractor will not be reimbursed for the associated costs unless previously approved in writing by the County Project Manager or other designated authorized TTC personnel.

4.6.2. In the event that Contractor's equipment breaks down, the Contractor shall notify County Project Monitor immediately, no later than the end of the work day, that the equipment is inoperable and shall suggest a remedy to the problem. Contractor shall use rental equipment if the Contractor's equipment cannot be replaced within the next business day. Contractor shall not be reimbursed for rental equipment.

4.6.3. In the event that an employee calls in sick before or during the job assignment, the Contractor must immediately call and notify County Project Monitor, no later than thirty (30) minutes of being informed by the employee, that Contractor cannot complete the scheduled job assignment. TTC will determine whether to continue with the assigned Contractor or reassign the job to another contractor.

4.7 Contractor Employee Acceptability

4.7.1 The Contractor shall be responsible for immediately removing and replacing within one (1) business day any employee working on this Contract when requested to do so by the County Project Manager.

4.7.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the County's contract who, in the opinion of the TTC is unsatisfactory, shall immediately be removed from servicing the contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Section 8.40, Subcontracting, of the Contract are met.

4.8 Background and Security Investigations

4.8.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and

continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not be limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 4.8.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 4.8.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 4.8.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricula Consular or Company Identification.
- 4.8.5 Disqualification, if any, of Contractor employees, pursuant to this Section 4.8, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 4.8.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 4.8 and when changes occur in staffing or as requested by TTC. Contractor shall not allow employees to work on any job for TTC prior to successfully passing the background investigation check. Contractor shall comply with Sub-Section 4.4.2 of this Exhibit A, Statement of Work.

4.9 Invoicing and Reimbursement

4.9.1 Contractor will be reimbursed for any dumpster rentals and/or dump fees based on actual fees paid and must provide **original** dumpster and dump fee receipts and/or city refuse bin permit receipts with the invoice for services.

4.9.1.1 If the Contractor owns the dumpster, the Contractor shall indicate the size of the dumpster, cost of the dumpster, and dates used on its firm letterhead.

4.9.1.2 Invoice for services rendered will not be accepted if the original dumpster and dump fees are not included in the Contractor's billing statement.

4.9.2 Each request for service by TTC shall be accompanied by Exhibit C, Technical Exhibit 5, Work Order Form and Form 403, which identifies the type of work, number of staff and days required to complete each job assignment. If additional time, equipment, or staff is required in excess of the time and crew size already allotted on the Work Order Form, the Contractor must call the County Project Monitor as indicated on Exhibit E or designated authorized TTC personnel to obtain written approval 24 hours prior to the last scheduled job assignment day. TTC will not reimburse Contractor for the rental of any specialty equipment (e.g. chain saws, protective eyewear, etc.), use of additional days, or need of extra employees on the job assignment unless previously approved in writing by the County Project Manager or other designated authorized TTC personnel.

4.9.3 Invoices must include the following information:

- Reference to the TTC job request number.
- Estate number, estate name, address, date, time, name of each employee and actual number of hours worked by employee, excluding lunch breaks, services performed, and total amount due. Charges will not be allowed for time spent applying for dumpster permits. If the job requires more than one day, charges must be itemized on the invoice by date.
- Original dumpster rental, permit, and dump fee receipts, as applicable. If a dump fee charge is attributable to more than one cleanup job, list the TTC job numbers on the receipt AND divide the charge accordingly to reflect the corresponding share of the cost on each applicable invoice referencing the dump fee receipt number.

- 4.9.4 Invoices for fixed bid jobs must be accompanied by a copy of the approved bid.

5.0 CLEANUP AND TRASH REMOVAL SERVICES

- 5.1 When TTC requests Cleanup and Trash Removal Services from the Contractor for a specific estate, information regarding the number of dumpsters and complexity of the property will be provided in order for the Contractor to determine appropriate crew, supply, and vehicle requirements. Some service requests will require the Contractor to supply one or more dumpsters for trash removal. Contractor will be responsible for obtaining the appropriate dumpster permits, if required. TTC will also specify the required size and number of dumpsters necessary for the job.
- 5.1.2 In the event TTC requires concurrent or nearly concurrent drayage and cleanup and trash removal services to be performed at the same job site, TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.
- 5.1.3 If the Cleanup and Trash Removal Services Contractor and the Drayage Services Contractor are represented by the same firm or if independent firms should jointly request that the drayage and cleanup and trash removal services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the County Project Manager through the Work Order and Form 403 is required before cleanup and trash removal work shall begin.
- 5.2 All trash, yard clippings, etc. removed from the premises must be discarded at an established dump or trash disposal site. Salvage and recycling activities by the Contractor which benefit the Contractor or its employees are prohibited. All abandoned property or trash must be discarded by the Contractor and its employees as directed by the TTC representative in charge. Under no circumstances, regardless of value, is it allowable to salvage any items for personal or other use by Contractor or its employees. If any articles of value or of a salvageable nature are found in the abandoned property or trash, they shall immediately be turned over to TTC.
- 5.3 Contractor shall notify TTC upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). TTC employees will be responsible for the discard and disposal of such materials in compliance with all applicable regulatory codes.
- 5.4 Contractor's personnel shall arrive at the job site at 7:00 a.m. or as

otherwise designated by the County Project Manager, with all equipment and materials necessary to start the job.

5.4.1 To ensure prompt arrival, all keys to the decedent and conservatee estate properties must be picked up by the Contractor at least 48 hours prior to the start of the job assignment, or earlier as instructed by TTC, if the job scheduled has been categorized as an emergency.

5.4.2 Any Contractor delays of more than 30 minutes shall be promptly reported by telephone to the County Project Manager or other designated authorized TTC personnel.

5.4.3 Upon completion of the job, the Contractor must complete Exhibit C, Technical Exhibit 4, Quality Control Inspection Form, and deliver or fax the form to the County Project Monitor within 48 hours of completing each job.

5.4.4 All keys to each estate property must be returned to the Public Administrator's Office, apartment managers or TTC field staff within 48 hours of the job completion as instructed on the Quality Control Inspection Form (Exhibit C, Technical Exhibit 4), unless otherwise instructed by the County Project Manager or designated authorized TTC personnel. Contractor shall contact TTC immediately should any problems arise.

5.4.5 Contractor will be paid at an hourly rate inclusive of all costs of materials and equipment necessary to perform operations listed herein.

5.5 Contractor charges begin when the crew begins work. Contractor charges shall be inclusive of hours worked, excluding lunch breaks, until work terminates for the day. Penalties will be assessed for fraudulent work hours claimed in accordance with Exhibit C, Technical Exhibit 2, PRS, of this Contract. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the County Project Manager or other designated authorized TTC personnel.

5.6 Contractor must notify County Project Monitor by phone or pager no later than thirty (30) minutes, when the Contractor's employees leave the job site at any given time during Contractor's work hours and the work is not completed. This includes but is not limited to when: 1) Contractor employees are sick as referenced in sub-paragraph 4.6.3; 2) equipment is not operable as referenced in sub-paragraph 4.6.2; or 3) additional days are required to complete the work assignment. Contractor must provide TTC immediate notice in the event any of these circumstances occur.

6.0 QUALITY CONTROL

- 6.1 The Contractor shall establish, utilize and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract and assure that the requirements of the Contract are met. The plan shall be submitted with the bid packet prior to the contract start date. After the contract start date and as changes occur to the plan, Contractor must provide an updated plan to the County Project Monitor within five (5) business days. The plan shall include, but may not be limited to the following:
- Method of monitoring to ensure that Contract requirements are being met.
 - An inspection system covering the services listed on Exhibit C, Technical Exhibit 2, PRS. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
 - The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations, e.g., vehicle failure, staff shortage, etc.
- 6.2 Contractor shall maintain a file of all inspections conducted by the County, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This documentation shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

- 7.1 The TTC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan and specified in Exhibit C, Technical Exhibit 2, PRS, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. The TTC will appropriately document any contract compliance deficiencies and communicate them in writing to Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Project Manager and the County Project Manager shall meet as often as necessary, as determined by TTC, to discuss the Contractor's performance. A mutual effort will be made to resolve all problems and deficiencies identified during the term of the contract.

7.2 On an ongoing basis, Contractor performance will be compared to the contract standards and the acceptable quality levels (AQLs), which is the maximum allowable degree of deviation from a standard for each requirement, as set forth in Exhibit C, Technical Exhibit 2, PRS. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- User complaints
- 100% inspection of completeness and quality of work on a periodic basis
- Observation of Contractor operations
- Adherence to County policies, procedures, rules and regulation

7.3 Meetings

Contractor is required to attend any regularly scheduled meeting and/or agreed upon meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

7.4 Cleanup and Trash Removal Services On-Site Monitoring Report (Technical Exhibit 1 of Exhibit C)

7.4.1 Verbal notification of a Contract discrepancy report will be made to the County Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

7.4.2 The County Project Monitor will determine whether a formal Cleanup and Trash Removal Services On-Site Monitoring Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Cleanup and Trash Removal Services On-Site Monitoring Report shall be submitted to the County Project Monitor within ten (10) workdays.

7.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

8.1 The purpose of Exhibit C, Technical Exhibit 2, PRS is to:

- List the required services which will be monitored by the TTC during the term of this Contract (Column 2);
- Identify the performance standards for satisfactory performance (Column 2);
- Indicate the maximum allowable degree of deviation from a standard for each requirement (AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);
- Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);
- Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

8.2 Criteria for Satisfactory and Unsatisfactory Performance

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will prepare a letter listing the discrepancies found, and will be sent to the Contractor. The Contractor shall be required to respond to the reported discrepancies within five (5) business days of receipt of the TTC letter of notification explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Project Manager will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

EXHIBIT B
Pricing Schedule

APEX WASTE SYSTEMS, INC.
CLEANUP AND TRASH REMOVAL SERVICES
PRICING

<u>ITEM</u>	<u>PRICE</u>
-------------	--------------

LABOR:

1 man and 1 truck	<u>\$27.00</u> /hour
2 men and 1 truck	<u>\$40.50</u> /hour
Additional man	<u>\$15.50</u> /hour

Other Equipment: Pre-approved in writing by TTC Contract Administrator

Dumpster Rental: Actual Cost

If vendor owns a dumpster or dumpster rental company, TTC expects the most favored customer price.

Exhibit C

Technical Exhibits

<u>Exhibit</u>		<u>Page</u>
1	Cleanup and Trash Removal Services Onsite Monitoring Form	1
2	Performance Requirements Summary (PRS) Chart	2
3	Public Administrator Field Incident Report	7
4	Quality Control Inspection Form	8
5	Work Order Form and Form 403	9

TECHNICAL EXHIBIT 1

Exhibit C

TREASURER AND TAX COLLECTOR CLEANUP AND TRASH REMOVAL SERVICES ON SITE MONITORING FORM

Date: _____

Estate Name: _____

EAU No.: _____

Address: _____

Contractor Number: _____

Contractor Name: _____

General: Personnel At Job Site

1. Contractor began scheduled job assignment at 7:00 a.m. unless otherwise designated by TTC (Statement of Work, Section 5.4). Yes ☐ No ☐
2. Contractor provided qualified personnel at job site (Statement of Work, Section 4.4). Yes ☐ No ☐
3. Each crew must have a responsible lead person who speaks and reads English fluently (Statement of Work, Section 4.4.3). Yes ☐ No ☐
4. Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls, or jackets) with Contractor's logo and name clearly visible (Statement of Work, Section 4.5). Yes ☐ No ☐
5. Contractor's personnel have on their person two forms of identification and names appear on the TTC updated approved employee listing (Statement of Work, Sections 4.8.4 and 4.4.2). Yes ☐ No ☐
6. Contractor's personnel salvaged or recycled items from job site (Statement of Work, Sections 5.2 and 4.4.7). Yes ☐ No ☐
7. Contractor's personnel used estate equipment/supplies or telephones (Statement of Work, Section 4.4.7). Yes ☐ No ☐
8. Unacceptable Contractor personnel replaced (Statement of Work, Sections 4.7 & 4.8). Yes ☐ No ☐

Job Specifics

9. Contractor picked up job assignment (keys) at least 48 hours prior to start of job assignment, or within 2 hours if an emergency after being notified by TTC (Statement of Work, Sections 3.1 and 5.4). Yes ☐ No ☐

Job Type: Regular ☐ Rush ☐ Emergency ☐

10. Contractor has the required supplies, equipment and materials (Statement of Work, Section 5.4). Yes ☐ No ☐

Type trash bins required for job: Small, quantity _____ Large, quantity _____ Other: _____

11. TTC estimate of days to complete job: _____ Number of days Contractor needed to complete job: _____

12. Job Completed: Yes ☐ No ☐ Date Completed: _____

Contractor required to return to job site to complete the job: Yes ☐ No ☐

If job not complete or unacceptable, explain: _____

Comments: _____

PA/PG Contract Monitor Signature

Print Name

Date

Acknowledgement of Findings:

Contractor Representative Signature

Print Name

Date

Distribution: Original White Copy to Public Administrator; Canary Copy to Contractor; Blue Copy to Contracts

Page C1

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Paragraph 7.1.1 - Administration of Contract- Contractor	Contractor shall notify the County in writing within 5 business days of any change in name or address of the Project Manager	0%	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.5, and Exhibits G2 & G3 - Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided within 5 business days	0%	Review of reports; complaints	\$100 per day per employee/ non-employee when form not received and signed \$1000 per unauthorized release of information
Contract: Paragraph 8.5 - Complaints	Policy provided within 15 days of Contract start date, handle complaints as required	0%	Receipt of policy, complaints, review of logs	\$100 per day late
Contract: Paragraph 8.24 & 8.25 - Insurance	Insurance coverage maintained as required	0%	Receipt and review of insurance and documentation	\$100 per day; Contract termination at TTC's option
Contract: Paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in paragraph 8.38	0%	Inspection of files	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Sub-paragraph 8.38.4	Provide required financial statements according to schedule	1 business day late	Review of reports	\$50 per day that reports are late
Contract: Paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	0%	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 1.4	Contractor shall not reject a job assignment once assigned to the Contractor	0%	Inspection & observation	\$500 per occurrence
SOW: Sub-paragraph 4.4 – Contractor Personnel	Contractor provides qualified personnel at job site	0%	On site inspection & observation	\$500 per non-qualified employee
SOW: Sub-paragraph 4.4.1 & 4.4.2	Contractor to provide and maintain a pool of acceptable employees prior to Contract start date and notify TTC within five (5) business days as changes occur	0%	Review of submitted list and review of required updates	\$500 for each day late after Contract start date and/or for each day late after five (5) business days as changes occur
SOW: Sub-paragraph 4.4.7	Personnel shall not use estate equipment, supplies, or telephones	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employees from Contract

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 4.5 – Uniforms/Identification Badges	Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls or jackets) with Contractor's logo and name clearly visible	0%	On site inspection & observation	\$100 per day per employee
SOW: Sub-paragraph 4.6.2	Contractor shall contact TTC immediately, no later than the end of the work day, to notify that equipment has broken down and suggest solution to problem	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC of equipment breakdown by end of work day
SOW: Sub-paragraph 4.6.3	Contractor shall immediately notify TTC, no later than thirty (30) minutes of being informed by the employee, when Contractor employees call in sick before or during the job	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC if employees call in sick before or during the job assignment to inform that Contractor cannot complete the scheduled job assignment
SOW: Sub-paragraph 4.7.1	Unacceptable Contractor personnel must be replaced within one (1) business day	0%	On site inspection & observation; user complaints	\$500 per occurrence for failure to replace/remove Contractor personnel
SOW: Sub-paragraph 4.8 - Background and Security Investigations	Background check on all personnel performing services under Contract	0%	Receipt and review of documentation	\$500 per employee when documentation not provided and not kept current

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 5.2	Salvage and recycling activities that benefit Contractor or its employees are prohibited	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employees from Contract
SOW: Sub-paragraph 5.4 and Technical Exhibit 5 – Work Order and Form 403	Contractor to begin scheduled job assignment at 7:00 a.m. or as otherwise designated by TTC	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to late arrival
SOW: Sub-paragraph 5.4	Contractor personnel to arrive on job site with appropriate supplies, equipment & materials	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to lack of necessary equipment or materials
SOW: Sub-paragraph 5.4.1	Keys to decedent and conservatee estate properties must be picked up by Contractor at least 48 hours prior to start of a scheduled job assignment, or earlier as instructed by TTC, if categorized as emergency	0%	Inspection & Observation	\$500 for each day Contractor fails to pick up key at least 48 hours prior to scheduled assignment, or earlier as instructed by TTC, if categorized as an emergency.
SOW: Sub-paragraph 5.4.4	Keys to each estate property to be returned to Public Administrator's Office, apartment managers or TTC field staff within 48 hours of job completion	0%	Inspection & Observation	\$500 for each day that Contractor fails to return estate key

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 5.5	Contractor charges begin when the crew begins work, excluding lunch breaks, until work terminates for the day	0%	On site inspection & observation; review of invoices	\$500 per occurrence and subject to Contract Termination
SOW: Sub-paragraph 5.6	Contractor to notify TTC when Contractor employees leave the job site during regular work hours and the work is not completed for reasons identified in, but not limited to, sub-paragraphs 4.6.2 and 4.6.3	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC and leaving job assignment incomplete
SOW: Paragraph 6.0 – Quality Control	Quality Control Plan provided before Contract start date and within five (5) business days as changes occur. Compliance with the provided Quality Control Plan and with any corrective action plans.	0%	Receipt of Plan by Contract start date	\$100 per occurrence for failure to provide Quality Control Plan before Contract start date and/or failure to provide Plan within five (5) business days as changes occur. \$500 for non-compliance to vendor's Quality Control Plan; \$100 per day for failure to comply w/corrective action plan
SOW: Sub-paragraph 7.3 - Meetings	Contractor's representative to attend any regularly scheduled meeting and/or agreed upon meetings	0%	Attendance	\$50 per occurrence

TECHNICAL EXHIBIT 3**County of Los Angeles Treasurer and Tax Collector
PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the TTC Contract Administrator, Ilse Hipfel, at (213) 974-0419, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the TTC Contract Administrator via fax within one (1) business day of the incident to fax number (213) 617-7580.

Date Of Incident: _____ Time: _____

Estate Name and Address: _____

TTC Job Request Number: _____ Estate Number: _____

Description Of Incident: (attach additional pages as necessary)

Specific damage/injury: _____

How occurred: _____

Name of employee(s) involved: _____

Agencies Notified (local law enforcement or emergency services): _____

Report Prepared By: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

TTC Internal Use Only

Report Received By: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

Pursuant to Exhibit A, Statement of Work of the Cleanup and Trash Removal Services Contract, Section 1.5, the Contractor will be liable for the cost of repairs for such damages.

TECHNICAL EXHIBIT 4

VENDOR NAME
VENDOR ADDRESS
CITY, STATE ZIP
VENDOR TELEPHONE

PLEASE FAX THIS COMPLETED FORM TO THE PA'S OFFICE, ATTENTION CARL FONSECA. FAX No. (213) 617-7580 NO LATER THAN 48 HOURS AFTER YOU COMPLETE THE JOB. *ALSO, DROP OFF THE ESTATE KEYS NO LATER THAN 48 HOURS AFTER THE DATE OF JOB COMPLETION.*

QUALITY CONTROL INSPECTION FORM

ESTATE NAME: _____

ADDRESS: _____

CASE No: _____ DRAYAGE No: _____

TYPE OF WORK

YARD CLEANUP [] TRASH OUT AND DRY SWEEP []
CHEMICALS STORED [] OTHER []

JOB INFORMATION

TRUCK + TWO (2) MEN [] ADD'L MEN [] ADD'L MISC. []

START DATE: _____ FINISH DATE: _____ TOTAL HOURS WORKED: _____

DATE: _____	HOURS: _____	DATE: _____	HOURS: _____
DATE: _____	HOURS: _____	DATE: _____	HOURS: _____
DATE: _____	HOURS: _____	DATE: _____	HOURS: _____

ADDITIONAL COMMENTS: _____

JOB SUPERVISOR'S SIGNATURE: _____

DATE: _____

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3056 LAPIS

CONTRACTOR'S EEO CERTIFICATION

Apex Waste Systems, Inc.

Contractor Name

14521 South Avalon Boulevard, Gardena, CA 90248

Address

41-2179076

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Anthony Uwakwe, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

3/6/09

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig Hendrickson
Title: Operations Chief
Address: Treasurer & Tax Collector - Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
E-Mail Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse Hipfel
Title: Assistant Operations Chief
Address: Treasurer & Tax Collector - Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
E-Mail Address: ihipfel@ttc.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Luis Leyva
Title: Supervising Deputy Public Administrator
Address: Treasurer & Tax Collector – Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-4804
Facsimile: (213) 617-7580
E-Mail Address: lleyva@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Apex Waste Systems, Inc.**CONTRACT NO:** _____**CONTRACTOR'S PROJECT MANAGER:**

Name: ANTHONY UWAKWE
Title: PRESIDENT
Address: 14521 S. AVALON BLVD. GARDENA, CA 90248
Telephone: (310) 327-0553
Facsimile: (310) 329-2190
E-Mail Address: apexwasteinc@aol.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: ANTHONY UWAKWE
Title: PRESIDENT
Address: 14521 S. AVALON BLVD. GARDENA, CA 90248
Telephone: (310) 327-0553
Facsimile: (310) 329-2190
E-Mail Address: apexwasteinc@aol.com

Name: GIL KODA
Title: VICE-PRESIDENT
Address: 14521 S. AVALON BLVD. GARDENA, CA 90248
Telephone: (310) 327-0553
Facsimile: (310) 329-2190
E-Mail Address: apexwasteinc@aol.com

Notices to Contractor shall be sent to the following:

Name: ANTHONY UWAKWE
Title: PRESIDENT
Address: 14521 S. AVALON BLVD. GARDENA, CA 90248
Telephone: (310) 327-0553
Facsimile: (310) 329-2190
E-Mail Address: apexwasteinc@aol.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.
- C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo o no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SOUTHWEST HAULING, DISPOSAL & DEMOLITION, INC.

FOR

CLEANUP AND TRASH REMOVAL SERVICES

76959

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SOUTHWEST HAULING, DISPOSAL, & DEMOLITION, INC.
FOR
CLEANUP AND TRASH REMOVAL SERVICES**

This Contract and Exhibits made and entered into this 31ST day of MARCH by and between the County of Los Angeles, hereinafter referred to as County and Southwest Hauling, Disposal & Demolition, Inc., hereinafter referred to as Contractor. Southwest Hauling, Disposal & Demolition, Inc. is located at 909 Aviation Blvd., Suite 2, Manhattan Beach, CA 90266.

RECITALS

WHEREAS, the California State Probate Code requires the Public Administrator to administer decedent estates and the Treasurer and Tax Collector (TTC) serves as the Public Administrator for the County of Los Angeles, and under agreement with the County Public Guardian, also provides services to conservatee estates. During the course of estate administration and in accordance with the California Probate Code, TTC may provide Cleanup and Trash Removal Services to estates under its administration; and

WHEREAS, TTC is responsible for estate administration and desires to engage Contractor to provide Cleanup and Trash Removal Services; and

WHEREAS, the County may contract with private businesses for Cleanup and Trash Removal Services when certain requirements are met; and

WHEREAS, Contractor has submitted a bid to the TTC for the provision of Cleanup and Trash Removal Services and based upon competitive sealed bidding, Contractor has been selected for recommendation for award of such Contract; and

WHEREAS, the Contractor is a private firm specializing in providing Cleanup and Trash Removal Services; and

WHEREAS, this Contract is therefore authorized under California Government Code, Section 31000, which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the TTC to administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Technical Exhibits
- 1.3 EXHIBIT D - Contractor's EEO Certification
- 1.4 EXHIBIT E - County's Administration
- 1.5 EXHIBIT F - Contractor's Administration
- 1.6 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.7 EXHIBIT H - Jury Service Ordinance
- 1.8 EXHIBIT I - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – Amendments and Change Notices and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Board of Supervisors/Board:** As used herein, the term “Board of Supervisors/Board” shall mean the County’s Board of Supervisors, which is the governing body of the County of Los Angeles.
- 2.2 Business Days:** As used herein, the term “Business Days” shall mean Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.3 Business Hours:** As used herein, the term “Business Hours” shall mean 8:00 a.m. through 5:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays, unless otherwise stated.
- 2.4 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.5 Contract Sum:** As used herein, the term “Contract Sum” shall have the meaning set forth in Section 5.0, Contract Sum.
- 2.6 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the *Statement of Work, Exhibit A*.

- 2.7 Contractor's Authorized Official/Officials:** As used herein, the term "Contractor's Authorized Official/Officials" shall mean the individual or individuals designated to execute documents under this Contract on behalf of Contractor, as specified in *Exhibit F, Contractor's Administration*.
- 2.8 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.9 Contractor's Work Hours:** Shall mean 7:00 a.m. through 4:00 p.m., Pacific Time, Monday through Friday, excluding County observed holidays.
- 2.10 County:** As used herein, the term "County" shall mean the County of Los Angeles, California.
- 2.11 County Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.12 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.13 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.14 Day(s):** Calendar day(s) unless otherwise specified.
- 2.15 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Performance Requirements Summary:** Shall have the meaning set forth in *Exhibit A, Statement of Work* and *Exhibit C, Technical Exhibit 2, Performance Requirements Summary*.
- 2.17 Public Administrator:** As used herein, the term "Public Administrator" shall mean the County Officer whose duty is to settle

the estates of persons who die intestate, without leaving a will or without an executor able and willing to act. County's Treasurer and Tax Collector serves as Public Administrator of Los Angeles County.

- 2.18 Public Guardian:** As used herein, the term "Public Guardian" shall mean the Office of the Public Guardian, a division of the County's Department of Mental Health. The purpose of Public Guardian is to protect and care for the person and to administer the estate of individuals who cannot provide for their basic needs or who are unable to resist fraud or undue influence.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be one (1) year commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the TTC.
- 4.3 The Contractor shall notify TTC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove.

Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum Contract Sum under the terms of this Contract shall be the total monetary amount payable by County to Contractor for the provision of the Services as set forth in *Exhibit A, Statement of Work*, and in accordance with *Exhibit B, Pricing Schedule*, and shall not exceed **\$150,000** for the first year of this Contract.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to TTC at the address herein provided in *Exhibit E - County's Administration*.
- 5.4 **No Payment for Services Provided Following Expiration/Termination of Contract:** The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the

Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Treasurer and Tax Collector
Fiscal Services Division, Accounts Payable
Room 464, Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6 **Cost of Living Adjustments (COLAs)**

The contract (hourly, daily, monthly, etc.) amount may be adjusted after the first two (2) years of the contract term based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted.

Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs is designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR ADMINISTRATION

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager within five (5) business days of the change. TTC shall have the sole right to approve the assignment or replacement of any Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have a minimum of three (3) years of experience providing cleanup and trash removal services or services equivalent or similar to the services identified in *Exhibit A, Statement of Work*. Contractor's Project Manager shall be available during working hours, Monday through Friday from 7:00 a.m. until 4:00 p.m. for telephone contact and to meet with TTC's Project Manager.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed

changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card or Company Identification.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. Contractor shall provide periodic updates as changes in Contractor staffing for the performance of work under this Contract occur during the term of this Contract, or when requested by TTC. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not be limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, and job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the

Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor or to the Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the *"Contractor Acknowledgement and Confidentiality Agreement"*, Exhibit G1.

7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the *"Contractor Employee Acknowledgment and Confidentiality Agreement"*, Exhibit G2.

7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the

provisions of the *“Contractor Non-Employee Acknowledgment and Confidentiality Agreement,” Exhibit G3.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS AND CHANGE NOTICES

- 8.1.1 The County reserves the right to initiate Change Notices that **do not affect** the Term or Contract Sum. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by the County’s Contract Administrator.
- 8.1.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by TTC.
- 8.1.3 For any change which affects the Term of Contract Sum under this Contract, an Amendment shall be prepared therefore, executed by Contractor, and thereafter by the County’s Board of Supervisors, except that TTC is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed fifteen percent (15%) of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change shall be in writing and signed by the Contractor and the TTC.
- 8.1.4 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To

implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by TTC.

- 8.1.5 The TTC may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by TTC.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor

under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and

reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the

Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract

agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or

economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the

Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed;

or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County,

as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The

County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County.

Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Treasurer and Tax Collector
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact

business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's

Project Manager.

- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

8.25.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Crime Coverage: Coverage for Employee Dishonesty with limits at a minimum amount of \$25,000 and covering all employees working pursuant to this Contract. Such insurance shall cover against loss of money, securities, or other property and name the County as loss payee.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein,

may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit C, Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status,

or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict **TTC** from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the **TTC**, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail,

postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The TTC shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required

by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-

paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 Financial Statements

Beginning one (1) year after the Effective Date and every year thereafter, until the expiration of this Contract, Contractor shall submit to County a complete set of financial statements for the twelve (12) month period. Such statements shall, at a minimum, include a Balance Sheet

(Statement of Financial Position), and Income Statement (Statement of Operations). If audited statements are available, they shall be submitted to meet this requirement. In addition, Contractor shall submit a statement regarding any pending litigation since the Contractor last reported same to County. County reserves the right to request these financial statements on a more frequent basis and will so notify Contractor in writing.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Treasurer and Tax Collector

Contracts Section

500 West Temple Street, Room 464

Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the

Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of

the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been

issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

- 8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the

event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 USE OF COUNTY SEAL AND TTC'S LOGO

The Contractor shall not use or display the official seal of the County or TTC's logo on any of its letterhead or other communications, or for any other reason.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this

Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.1.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.1.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.1.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.1.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished

incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining

or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.2.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying

department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: SOUTHWEST HAULING,
DISPOSAL & DEMOLITION, INC.

By [Signature]
Name
President
Title

COUNTY OF LOS ANGELES
By [Signature]
(Mayor/Chairman), Board of Supervisors

16959

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy

By [Signature]
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By [Signature]
Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24

MAR 31 2009

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

STANDARD EXHIBITS**PAGE**

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1.0 SCOPE OF WORK

1.1 Overview

Contractor will be required to provide indoor and outdoor Cleanup and Trash Removal Services at decedent and conservatee estate properties throughout Los Angeles County and possibly in neighboring counties. These services are requested for single-family structures, duplexes, triplexes, apartments, businesses, vacant land, and other property managed by the Public Administrator on an as needed basis.

Two (2) contractors currently handle approximately 250 service calls each year. This number is an approximation and is not necessarily representative of a future workload. The size and complexity of the job and the condition of the job site varies. Many of these properties are residences that have been left in unsanitary and moderately to extremely cluttered conditions, e.g., animal remains, feces, larva in decaying matter, residual body fluids, personal effects of a decedent where cause of death may have been natural, due to illness or communicable disease, etc.

Cleanup may include but not be limited to disposing of all the trash, cutting tree branches and/or tree(s) removal, clearing brush, mowing the lawn, raking leaves, sweeping, etc.

The TTC defines trash as anything that is non-salvageable and already determined by the TTC to have no value. Trash may include but not be limited to unusable furniture (e.g., chairs, tables, sofas, dressers, mattresses and box springs), clothing, shoes, durable goods, major and/or minor appliances (e.g., refrigerators, stoves, ovens, etc.) and debris. Salvage and/or recycling services for appliances (i.e., electronics, old appliances) will be required as directed by the TTC representative in charge.

1.2 Contractor shall have all City, County and State permits and licenses required for their equipment and operations. Services shall be provided in strict accordance with all applicable laws and regulations and with requirements of all public agency jurisdictions.

1.3 In the event TTC has a large and/or complex job, all Contractors may be invited to a job site at a given date and time to participate in a competitive bid with other Contractors to provide a fixed, all-inclusive price. All fixed price bids must be submitted to the TTC within one business day after inspection of the job site. TTC management will review the fixed price bid and make a determination within five (5) business days, notifying the firm selected. TTC will determine the assignment start date and determine if the Contractor satisfactorily fulfilled the job assignment upon completion. TTC must approve in

writing any subsequent changes to the original job order/fixed price bid.

- 1.4 Once a job site has been assigned to the Contractor, the Contractor shall not reject the assignment.
- 1.5 Contractor shall be liable for any injury to persons or damage to estate, County or private property, incurred at a job site in the course of performing the services under this Contract. Damage to buildings, appurtenances and furnishings must be avoided. The Contractor will be liable for the cost of repairs for any such damages and expenses associated with any injury. In the event damage or injury occurs during the course of a job, Contractor will complete and submit Exhibit C, Technical Exhibit 3, Public Administrator Field Incident Report, to document the incident and will submit it to the County Project Manager within one (1) business day of the incident. The Contractor shall cooperate with TTC to ensure timely resolution of any incidents that require follow-up action or the Contractor's payment for repairs.
- 1.6 TTC will have the sole authority in determining the quality or acceptability of service provided by the Contractor. Unsatisfactory service will be communicated in writing to Contractor and may be cause for cancellation of this Contract or resulting in a payment deduction as set forth in Exhibit C, Technical Exhibit 2, Performance Requirements Summary (PRS).

2.0 DEFINITIONS

- 2.1 **Acceptable Quality Level (AQL):** A measure to express the allowable leeway or variance from a standard before the TTC will make a finding that the Contractor is not in compliance with a specific contract provision.
- 2.2 **Performance Requirements Summary (PRS):** Identifies the key performance indicators of the contract that will be evaluated by the County to assure the Contractor meets contract performance standards (see Exhibit C, Technical Exhibit 2 - PRS).
- 2.3 **Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 2.4 **Cleanup and Trash Removal Services On-Site Monitoring Report:** Document used by TTC to document discrepancies or problems with Contractor's performance; to record explanations of unsatisfactory performance. Sample form as set forth in Exhibit C, Technical Exhibit 1 of this Contract.

3.0 WORK HOURS

- 3.1 Services are typically required through a Work Order and Form 403 (Exhibit C, Technical Exhibit 5) and are scheduled within seven (7) calendar days of notice. For example, TTC will fax a Work Order and Form 403 to a Contractor on Monday for services to be rendered at 7:00 a.m. the following week.
- 3.1.1 Contractor shall notify County Project Monitor of any schedule changes to the Work Order. If the presence of the landlord or building manager is required for entry to the job site, Contractor shall also notify the landlord or building manager of the schedule change.
- 3.1.2 Contractor's request to change a Work Order may require the Contractor Project Manager to physically inspect the job site to justify and recommend the Work Order change.
- 3.1.3 Emergency services may be required in which the response time is not to exceed two (2) hours from the initial notification from TTC.
- 3.1.4 The Contractor must have a responsible person available by telephone during the Contractor's work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Use of a pager or cell phone is acceptable provided Contractor is able to return telephone calls to TTC within 30 minutes of being paged or phoned.
- 3.2 If a scheduled work assignment cannot be met by the Contractor, the Contractor must contact TTC no more than 24 hours after the date the job was first assigned.
- 3.3 The Contractor is not required to provide services on County-recognized holidays. The following are the usual holidays observed by the County:
- New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day

4.0 RESPONSIBILITIES

The County's and Contractor's responsibilities are as follows:

4.1 County Project Manager

- 4.1.1 The TTC shall assign a Project Manager to provide overall management and coordination of the contract and act as liaison for the TTC. The County Project Manager shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the contract. TTC shall inform Contractor in writing of the name, address, and telephone number of the individual designated to act as Project Manager, at the time the contract is executed and as changes occur as set forth in Exhibit E, County's Administration, of this Contract.
- 4.1.2 The County Project Manager shall monitor the assignment of cleanup and trash removal service jobs to ensure compliance with Sub-Sections 5.1.2 and 5.1.3 of this Exhibit A, Statement of Work.

4.2 County Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – County. Specific duties will include:

- 4.2.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 4.2.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.2.2 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1, Amendments and Change Notices.

4.3 Contractor Project Manager

- 4.3.1 The Contractor shall provide a full-time Project Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the contract and a designated alternate. County must have access to the Project Manager during all hours, 365 days per year, in the event of an emergency. The Contractor shall inform the TTC in writing of the name, address, and telephone number of the individual designated to act as Project Manager, or any alternate, at the time the contract is executed, and provide a

current copy of the person's resume at the time the Contract is executed, and notify TTC as changes occur.

- 4.3.2 The Project Manager shall have at least three (3) years of experience providing services similar to those requested in this Contract.
- 4.3.3 The Project Manager and Authorized Official(s) must be able to read, write, speak, and understand English. The Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the contract. The Project Manager shall be available during normal work hours, 7:00 a.m. to 4:00 p.m., Monday through Friday, for telephone contact and to meet with the TTC personnel designated to discuss the operation of the contract. When the Project Manager cannot be present, the Authorized Official shall be designated to act on behalf of the Project Manager. The TTC shall have the right to approve the assignment or replacement of any Project Manager or Authorized Official(s) recommended by the Contractor.

4.4 Contractor Personnel

- 4.4.1 Contractor shall provide to TTC's Contracts Section, prior to the start of this Contract, a preliminary pool/list of employees that will be performing work under this Contract. Only those Contractor employees having passed the background investigation process in accordance with Section 4.8, Background and Security Investigations, of this Exhibit A, Statement of Work shall be permitted to work under this Contract. This approved list/pool of employees will be utilized by the County Project Manager to monitor job assignments and monitor contractor employees at the job site.
- 4.4.2 As Contractor's approved list/pool of employees assigned to this Contract changes, Contractor shall within five business days: 1) notify the TTC Contracts Section of the staffing change, and 2) initiate the background investigation check process for the new employee(s). New Contractor employees shall not be permitted to work under this Contract until: 1) they have successfully been cleared following the background investigation check, and 2) the TTC Contracts Section has been notified of the employees background investigation check clearance.
- 4.4.3 Each crew must have a responsible lead person who speaks and reads English fluently, to supervise staff, receive and understand verbal and/or written instructions from the County Project Manager, and must have the ability to deliver those

instructions accurately to the crew members.

4.4.4 Contractor's staff must also meet the following requirements:

- Be able to perform indoor and outdoor cleanup of residences, including trash pick-up and disposal, lawn mowing, etc. as requested.
- Be available to meet designated representative of the TTC as scheduled at a job site with all supplies and equipment necessary to begin the job.
- Have the physical capability to remove trash and non-salvageable property from the premises as instructed by the TTC representative.
- Have the physical capability to mow lawns, cut tall weeds, bushes and trees, etc., as directed and designated by the TTC representative, and to leave premises in safe condition.

4.4.5 Contractor's drivers must possess, and maintain at all times, valid California Driver's Licenses and be appropriately insured during the term of the Contract.

4.4.6 All personnel providing services in conjunction with the contract will be required to sign a Contractor Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G2 and Contractor Non-Employee Acknowledgement and Confidentiality Agreement as set forth in Exhibit G3, of this Contract. During the term of the contract, the Contractor shall maintain an updated file of the signed forms and shall forward copies of all signed forms to the TTC Contracts Section.

4.4.7 Contractor employees are prohibited from taking or removing any items from the job site for personal use or gain, resale or recycling, or giving to someone else. Contractor employees are not to use any equipment or telephones belonging to estate properties.

4.5 Uniforms/Identification Badges

Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls or jackets) with Contractor's logo and name clearly visible, in order to be easily identified by the public and by TTC.

4.6 Materials and Equipment

4.6.1 Contractor shall be responsible for providing all necessary supplies. Minimum work supplies will include gloves, protective

breathing masks, boots, disinfectants, shovels, brooms, racks, trash bags, and insect repellent. Work equipment should include, at a minimum, trucks, gasoline engine powered hedge trimmer, heavy-duty lawn mower, heavy rope, power chain saws, tarps, and tie-downs. In the event any specialty equipment needs to be rented for use on a particular worksite, Contractor will not be reimbursed for the associated costs unless previously approved in writing by the County Project Manager or other designated authorized TTC personnel.

4.6.2. In the event that Contractor's equipment breaks down, the Contractor shall notify County Project Monitor immediately, no later than the end of the work day, that the equipment is inoperable and shall suggest a remedy to the problem. Contractor shall use rental equipment if the Contractor's equipment cannot be replaced within the next business day. Contractor shall not be reimbursed for rental equipment.

4.6.3. In the event that an employee calls in sick before or during the job assignment, the Contractor must immediately call and notify County Project Monitor, no later than thirty (30) minutes of being informed by the employee, that Contractor cannot complete the scheduled job assignment. TTC will determine whether to continue with the assigned Contractor or reassign the job to another contractor.

4.7 Contractor Employee Acceptability

4.7.1 The Contractor shall be responsible for immediately removing and replacing within one (1) business day any employee working on this Contract when requested to do so by the County Project Manager.

4.7.2 Personnel assigned by the Contractor to perform the required services shall at all times be employees of the Contractor. The Contractor shall have the sole right to hire, suspend, discipline or discharge them. However, any employee of the Contractor assigned to the County's contract who, in the opinion of the TTC is unsatisfactory, shall immediately be removed from servicing the contract. The Contractor shall not subcontract with any personnel for performance of services hereunder unless the Subcontracting provisions in Section 8.40, Subcontracting, of the Contract are met.

4.8 Background and Security Investigations

4.8.1 All Contractor employees performing work under this Contract shall undergo and pass, to the satisfaction of TTC, a background investigation as a condition of beginning and

continuing to work under this Contract. Background investigation checks shall be performed in the manner and method required by TTC, which may include, but not be limited to, Live Scan fingerprinting. Examples of disqualifying factors include, but are not limited to, bribery, robbery, theft, fraud, embezzlement, forgery, extortion and perjury, or possession, sale or attempt to sell a controlled substance, and possession, sale or attempt to sell stolen property, or any felony conviction or conviction of a misdemeanor involving moral turpitude, job-related misdemeanor convictions. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's employees pass or fail the background clearance investigation.

- 4.8.2 TTC may request that Contractor's employee(s) be immediately removed from working on this Contract at any time during the term of the Contract. TTC will not provide to Contractor or to Contractor's employee(s) any information obtained through the required background clearance.
- 4.8.3 TTC may immediately deny or terminate facility access to Contractor's employees who do not pass such investigation(s) to the satisfaction of TTC whose background or conduct is incompatible with County facility access, at the sole discretion of the TTC.
- 4.8.4 Personnel assigned by Contractor to perform under this Contract shall at all times have on their person two forms of identification, which shall include a photo identification, indicating the person's name and identification number, e.g., California Driver License, California Identification Card, Matricula Consular or Company Identification.
- 4.8.5 Disqualification, if any, of Contractor employees, pursuant to this Section 4.8, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.
- 4.8.6 The Contractor shall provide background investigation check updates for all employees in accordance with this Section 4.8 and when changes occur in staffing or as requested by TTC. Contractor shall not allow employees to work on any job for TTC prior to successfully passing the background investigation check. Contractor shall comply with Sub-Section 4.4.2 of this Exhibit A, Statement of Work.

4.9 Invoicing and Reimbursement

4.9.1 Contractor will be reimbursed for any dumpster rentals and/or dump fees based on actual fees paid and must provide **original** dumpster and dump fee receipts and/or city refuse bin permit receipts with the invoice for services.

4.9.1.1 If the Contractor owns the dumpster, the Contractor shall indicate the size of the dumpster, cost of the dumpster, and dates used on its firm letterhead.

4.9.1.2 Invoice for services rendered will not be accepted if the original dumpster and dump fees are not included in the Contractor's billing statement.

4.9.2 Each request for service by TTC shall be accompanied by Exhibit C, Technical Exhibit 5, Work Order Form and Form 403, which identifies the type of work, number of staff and days required to complete each job assignment. If additional time, equipment, or staff is required in excess of the time and crew size already allotted on the Work Order Form, the Contractor must call the County Project Monitor as indicated on Exhibit E or designated authorized TTC personnel to obtain written approval 24 hours prior to the last scheduled job assignment day. TTC will not reimburse Contractor for the rental of any specialty equipment (e.g. chain saws, protective eyewear, etc.), use of additional days, or need of extra employees on the job assignment unless previously approved in writing by the County Project Manager or other designated authorized TTC personnel.

4.9.3 Invoices must include the following information:

- Reference to the TTC job request number.
- Estate number, estate name, address, date, time, name of each employee and actual number of hours worked by employee, excluding lunch breaks, services performed, and total amount due. Charges will not be allowed for time spent applying for dumpster permits. If the job requires more than one day, charges must be itemized on the invoice by date.
- Original dumpster rental, permit, and dump fee receipts, as applicable. If a dump fee charge is attributable to more than one cleanup job, list the TTC job numbers on the receipt AND divide the charge accordingly to reflect the corresponding share of the cost on each applicable invoice referencing the dump fee receipt number.

- 4.9.4 Invoices for fixed bid jobs must be accompanied by a copy of the approved bid.

5.0 CLEANUP AND TRASH REMOVAL SERVICES

- 5.1 When TTC requests Cleanup and Trash Removal Services from the Contractor for a specific estate, information regarding the number of dumpsters and complexity of the property will be provided in order for the Contractor to determine appropriate crew, supply, and vehicle requirements. Some service requests will require the Contractor to supply one or more dumpsters for trash removal. Contractor will be responsible for obtaining the appropriate dumpster permits, if required. TTC will also specify the required size and number of dumpsters necessary for the job.
- 5.1.2 In the event TTC requires concurrent or nearly concurrent drayage and cleanup and trash removal services to be performed at the same job site, TTC and Contractor shall coordinate performance of services under this Contract to ensure operations are monitored and security of estate assets are maintained.
- 5.1.3 If the Cleanup and Trash Removal Services Contractor and the Drayage Services Contractor are represented by the same firm or if independent firms should jointly request that the drayage and cleanup and trash removal services be performed concurrently or nearly concurrent, prior written approval at least 24 hours in advance from the County Project Manager through the Work Order and Form 403 is required before cleanup and trash removal work shall begin.
- 5.2 All trash, yard clippings, etc. removed from the premises must be discarded at an established dump or trash disposal site. Salvage and recycling activities by the Contractor which benefit the Contractor or its employees are prohibited. All abandoned property or trash must be discarded by the Contractor and its employees as directed by the TTC representative in charge. Under no circumstances, regardless of value, is it allowable to salvage any items for personal or other use by Contractor or its employees. If any articles of value or of a salvageable nature are found in the abandoned property or trash, they shall immediately be turned over to TTC.
- 5.3 Contractor shall notify TTC upon discovery of all materials considered to be hazardous (i.e., paint, oil, aerosol cans, combustible liquids, etc.). TTC employees will be responsible for the discard and disposal of such materials in compliance with all applicable regulatory codes.
- 5.4 Contractor's personnel shall arrive at the job site at 7:00 a.m. or as

otherwise designated by the County Project Manager, with all equipment and materials necessary to start the job.

- 5.4.1 To ensure prompt arrival, all keys to the decedent and conservatee estate properties must be picked up by the Contractor at least 48 hours prior to the start of the job assignment, or earlier as instructed by TTC, if the job scheduled has been categorized as an emergency.
- 5.4.2 Any Contractor delays of more than 30 minutes shall be promptly reported by telephone to the County Project Manager or other designated authorized TTC personnel.
- 5.4.3 Upon completion of the job, the Contractor must complete Exhibit C, Technical Exhibit 4, Quality Control Inspection Form, and deliver or fax the form to the County Project Monitor within 48 hours of completing each job.
- 5.4.4 All keys to each estate property must be returned to the Public Administrator's Office, apartment managers or TTC field staff within 48 hours of the job completion as instructed on the Quality Control Inspection Form (Exhibit C, Technical Exhibit 4), unless otherwise instructed by the County Project Manager or designated authorized TTC personnel. Contractor shall contact TTC immediately should any problems arise.
- 5.4.5 Contractor will be paid at an hourly rate inclusive of all costs of materials and equipment necessary to perform operations listed herein.
- 5.5 Contractor charges begin when the crew begins work. Contractor charges shall be inclusive of hours worked, excluding lunch breaks, until work terminates for the day. Penalties will be assessed for fraudulent work hours claimed in accordance with Exhibit C, Technical Exhibit 2, PRS, of this Contract. NOTE: Overtime rates will not be paid unless specifically ordered and authorized in writing in advance by the County Project Manager or other designated authorized TTC personnel.
- 5.6 Contractor must notify County Project Monitor by phone or pager no later than thirty (30) minutes, when the Contractor's employees leave the job site at any given time during Contractor's work hours and the work is not completed. This includes but is not limited to when: 1) Contractor employees are sick as referenced in sub-paragraph 4.6.3; 2) equipment is not operable as referenced in sub-paragraph 4.6.2; or 3) additional days are required to complete the work assignment. Contractor must provide TTC immediate notice in the event any of these circumstances occur.

6.0 QUALITY CONTROL

- 6.1 The Contractor shall establish, utilize and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract and assure that the requirements of the Contract are met. The plan shall be submitted with the bid packet prior to the contract start date. After the contract start date and as changes occur to the plan, Contractor must provide an updated plan to the County Project Monitor within five (5) business days. The plan shall include, but may not be limited to the following:
- Method of monitoring to ensure that Contract requirements are being met.
 - An inspection system covering the services listed on Exhibit C, Technical Exhibit 2, PRS. It must specify the activities to be monitored by the Contractor on either a scheduled or unscheduled basis, how often monitoring will be accomplished, and the title of the individual(s) who will perform the monitoring.
 - The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable.
 - An emergency plan that covers the method for continuing to provide services to the TTC in the event of an emergency that disrupts the Contractor's operations, e.g., vehicle failure, staff shortage, etc.
- 6.2 Contractor shall maintain a file of all inspections conducted by the County, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. This documentation shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

- 7.1 The TTC will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan and specified in Exhibit C, Technical Exhibit 2, PRS, or other such procedures as may be necessary to ascertain Contractor compliance with this Contract. The TTC will appropriately document any contract compliance deficiencies and communicate them in writing to Contractor in a timely fashion so that the Contractor may make appropriate adjustments to correct the deficiencies. The Contractor's Project Manager and the County Project Manager shall meet as often as necessary, as determined by TTC, to discuss the Contractor's performance. A mutual effort will be made to resolve all problems and deficiencies identified during the term of the contract.

7.2 On an ongoing basis, Contractor performance will be compared to the contract standards and the acceptable quality levels (AQLs), which is the maximum allowable degree of deviation from a standard for each requirement, as set forth in Exhibit C, Technical Exhibit 2, PRS. The TTC may use a variety of inspection methods to evaluate Contractor's performance. These methods may include, but are not limited to:

- User complaints
- 100% inspection of completeness and quality of work on a periodic basis
- Observation of Contractor operations
- Adherence to County policies, procedures, rules and regulation

7.3 Meetings

Contractor is required to attend any regularly scheduled meeting and/or agreed upon meetings. Failure to attend will cause an assessment of fifty dollars (\$50.00).

7.4 Cleanup and Trash Removal Services On-Site Monitoring Report (Technical Exhibit 1 of Exhibit C)

7.4.1 Verbal notification of a Contract discrepancy report will be made to the County Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

7.4.2 The County Project Monitor will determine whether a formal Cleanup and Trash Removal Services On-Site Monitoring Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Cleanup and Trash Removal Services On-Site Monitoring Report shall be submitted to the County Project Monitor within ten (10) workdays.

7.5 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

8.1 The purpose of Exhibit C, Technical Exhibit 2, PRS is to:

- List the required services which will be monitored by the TTC during the term of this Contract (Column 2);
- Identify the performance standards for satisfactory performance (Column 2);
- Indicate the maximum allowable degree of deviation from a standard for each requirement (AQL) that shall be allowed by the TTC before contract performance is considered unsatisfactory (Column 3);
- Explain the quality monitoring method the TTC will use to evaluate the Contractor's performance in meeting the contract requirements (Column 4);
- Indicate the monetary deduction for exceeding the maximum deviation for the standard (Column 5).

8.2 Criteria for Satisfactory and Unsatisfactory Performance

Performance of a listed service is considered satisfactory when the number of discrepancies found by the TTC through contract monitoring does not exceed the AQL standards. When performance is unsatisfactory, the TTC will prepare a letter listing the discrepancies found, and will be sent to the Contractor. The Contractor shall be required to respond to the reported discrepancies within five (5) business days of receipt of the TTC letter of notification explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented. The TTC Project Manager will, at his/her sole discretion, evaluate the Contractor's explanation and determine whether full payment, partial payment, or the contract termination process is applicable.

EXHIBIT B
Pricing Schedule

SOUTHWEST HAULING, DISPOSAL, & DEMOLITION, INC.

CLEANUP AND TRASH REMOVAL SERVICES

PRICING

<u>ITEM</u>	<u>PRICE</u>
-------------	--------------

LABOR:

1 man and 1 truck	\$ <u>32.75</u> /hour
2 men and 1 truck	\$ <u>47.50</u> /hour
Additional man	\$ <u>14.75</u> /hour

Other Equipment: Pre-approved in writing by TTC Contract Administrator

Dumpster Rental: Actual Cost

If vendor owns a dumpster or dumpster rental company, TTC expects the most favored customer price.

Exhibit C

Technical Exhibits

<u>Exhibit</u>		<u>Page</u>
1	Cleanup and Trash Removal Services Onsite Monitoring Form	1
2	Performance Requirements Summary (PRS) Chart	2
3	Public Administrator Field Incident Report	7
4	Quality Control Inspection Form	8
5	Work Order Form and Form 403	9

TECHNICAL EXHIBIT 1

Exhibit C

TREASURER AND TAX COLLECTOR CLEANUP AND TRASH REMOVAL SERVICES ON SITE MONITORING FORM

Date: _____

Estate Name: _____

EAU No.: _____

Address: _____

Contractor Number: _____

Contractor Name: _____

General: Personnel At Job Site

1. Contractor began scheduled job assignment at 7:00 a.m. unless otherwise designated by TTC (Statement of Work, Section 5.4). Yes ☐ No ☐
2. Contractor provided qualified personnel at job site (Statement of Work, Section 4.4). Yes ☐ No ☐
3. Each crew must have a responsible lead person who speaks and reads English fluently (Statement of Work, Section 4.4.3). Yes ☐ No ☐
4. Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls, or jackets) with Contractor's logo and name clearly visible (Statement of Work, Section 4.5). Yes ☐ No ☐
5. Contractor's personnel have on their person two forms of identification and names appear on the TTC updated approved employee listing (Statement of Work, Sections 4.8.4 and 4.4.2). Yes ☐ No ☐
6. Contractor's personnel salvaged or recycled items from job site (Statement of Work, Sections 5.2 and 4.4.7). Yes ☐ No ☐
7. Contractor's personnel used estate equipment/supplies or telephones (Statement of Work, Section 4.4.7). Yes ☐ No ☐
8. Unacceptable Contractor personnel replaced (Statement of Work, Sections 4.7 & 4.8). Yes ☐ No ☐

Job Specifics

9. Contractor picked up job assignment (keys) at least 48 hours prior to start of job assignment, or within 2 hours if an emergency after being notified by TTC (Statement of Work, Sections 3.1 and 5.4). Yes ☐ No ☐

Job Type: Regular ☐ Rush ☐ Emergency ☐

10. Contractor has the required supplies, equipment and materials (Statement of Work, Section 5.4). Yes ☐ No ☐

Type trash bins required for job: Small, quantity _____ Large, quantity _____ Other: _____

11. TTC estimate of days to complete job: _____ Number of days Contractor needed to complete job: _____

12. Job Completed: Yes ☐ No ☐ Date Completed: _____

Contractor required to return to job site to complete the job: Yes ☐ No ☐

If job not complete or unacceptable, explain: _____

Comments: _____

PA/PG Contract Monitor Signature

Print Name

Date

Acknowledgement of Findings:

Contractor Representative Signature

Print Name

Date

Distribution: Original White Copy to Public Administrator; Canary Copy to Contractor; Blue Copy to Contracts

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TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Paragraph 7.1.1 - Administration of Contract- Contractor	Contractor shall notify the County in writing within 5 business days of any change in name or address of the Project Manager	0%	Inspection & Observation	\$50 per occurrence
Contract: Paragraph 7.5, and Exhibits G2 & G3 - Confidentiality	Employee Acknowledgement and Confidentiality Agreement signed and provided within 5 business days	0%	Review of reports; complaints	\$100 per day per employee/ non-employee when form not received and signed \$1000 per unauthorized release of information
Contract: Paragraph 8.5 - Complaints	Policy provided within 15 days of Contract start date, handle complaints as required	0%	Receipt of policy, complaints, review of logs	\$100 per day late
Contract: Paragraph 8.24 & 8.25 - Insurance	Insurance coverage maintained as required	0%	Receipt and review of insurance and documentation	\$100 per day; Contract termination at TTC's option
Contract: Paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in paragraph 8.38	0%	Inspection of files	\$50 per occurrence

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract: Sub-paragraph 8.38.4	Provide required financial statements according to schedule	1 business day late	Review of reports	\$50 per day that reports are late
Contract: Paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work	0%	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Sub-paragraph 1.4	Contractor shall not reject a job assignment once assigned to the Contractor	0%	Inspection & observation	\$500 per occurrence
SOW: Sub-paragraph 4.4 – Contractor Personnel	Contractor provides qualified personnel at job site	0%	On site inspection & observation	\$500 per non-qualified employee
SOW: Sub-paragraph 4.4.1 & 4.4.2	Contractor to provide and maintain a pool of acceptable employees prior to Contract start date and notify TTC within five (5) business days as changes occur	0%	Review of submitted list and review of required updates	\$500 for each day late after Contract start date and/or for each day late after five (5) business days as changes occur
SOW: Sub-paragraph 4.4.7	Personnel shall not use estate equipment, supplies, or telephones	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employees from Contract

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 4.5 – Uniforms/Identification Badges	Contractor's staff must wear identifiable uniforms (e.g., matching t-shirts, shirts, overalls or jackets) with Contractor's logo and name clearly visible	0%	On site inspection & observation	\$100 per day per employee
SOW: Sub-paragraph 4.6.2	Contractor shall contact TTC immediately, no later than the end of the work day, to notify that equipment has broken down and suggest solution to problem	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC of equipment breakdown by end of work day
SOW: Sub-paragraph 4.6.3	Contractor shall immediately notify TTC, no later than thirty (30) minutes of being informed by the employee, when Contractor employees call in sick before or during the job	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC if employees call in sick before or during the job assignment to inform that Contractor cannot complete the scheduled job assignment
SOW: Sub-paragraph 4.7.1	Unacceptable Contractor personnel must be replaced within one (1) business day	0%	On site inspection & observation; user complaints	\$500 per occurrence for failure to replace/remove Contractor personnel
SOW: Sub-paragraph 4.8 - Background and Security Investigations	Background check on all personnel performing services under Contract	0%	Receipt and review of documentation	\$500 per employee when documentation not provided and not kept current

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 5.2	Salvage and recycling activities that benefit Contractor or its employees are prohibited	0%	On site inspection & observation, user complaints	\$100 per employee per occurrence and removal of affected employees from Contract
SOW: Sub-paragraph 5.4 and Technical Exhibit 5 – Work Order and Form 403	Contractor to begin scheduled job assignment at 7:00 a.m. or as otherwise designated by TTC	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to late arrival
SOW: Sub-paragraph 5.4	Contractor personnel to arrive on job site with appropriate supplies, equipment & materials	30 minutes late	On site inspection & observation	\$75 for each 30 minute delay due to lack of necessary equipment or materials
SOW: Sub-paragraph 5.4.1	Keys to decedent and conservatee estate properties must be picked up by Contractor at least 48 hours prior to start of a scheduled job assignment, or earlier as instructed by TTC, if categorized as emergency	0%	Inspection & Observation	\$500 for each day Contractor fails to pick up key at least 48 hours prior to scheduled assignment, or earlier as instructed by TTC, if categorized as an emergency.
SOW: Sub-paragraph 5.4.4	Keys to each estate property to be returned to Public Administrator's Office, apartment managers or TTC field staff within 48 hours of job completion	0%	Inspection & Observation	\$500 for each day that Contractor fails to return estate key

SPECIFIC PERFORMANCE REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) MAX. ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENTS	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW: Sub-paragraph 5.5	Contractor charges begin when the crew begins work, excluding lunch breaks, until work terminates for the day	0%	On site inspection & observation; review of invoices	\$500 per occurrence and subject to Contract Termination
SOW: Sub-paragraph 5.6	Contractor to notify TTC when Contractor employees leave the job site during regular work hours and the work is not completed for reasons identified in, but not limited to, sub-paragraphs 4.6.2 and 4.6.3	0%	Inspection & Observation	\$500 per occurrence for failure to notify TTC and leaving job assignment incomplete
SOW: Paragraph 6.0 – Quality Control	Quality Control Plan provided before Contract start date and within five (5) business days as changes occur. Compliance with the provided Quality Control Plan and with any corrective action plans.	0%	Receipt of Plan by Contract start date	\$100 per occurrence for failure to provide Quality Control Plan before Contract start date and/or failure to provide Plan within five (5) business days as changes occur. \$500 for non-compliance to vendor's Quality Control Plan; \$100 per day for failure to comply w/corrective action plan
SOW: Sub-paragraph 7.3 - Meetings	Contractor's representative to attend any regularly scheduled meeting and/or agreed upon meetings	0%	Attendance	\$50 per occurrence

TECHNICAL EXHIBIT 3**County of Los Angeles Treasurer and Tax Collector
PUBLIC ADMINISTRATOR FIELD INCIDENT REPORT**

In the event of damage to buildings, appurtenances, or furnishings, or injury to persons during the performance of services while under contract to the Treasurer Tax Collector (TTC) Public Administrator, the Contractor's Contract Manager shall immediately telephone the TTC Contract Administrator, Ilse Hipfel, at (213) 974-0419, to report the incident. Subsequently, this report shall be completed by Contractor's Contract Manager to describe and document the incident of damage or injury. The completed report shall be delivered to the TTC Contract Administrator via fax within one (1) business day of the incident to fax number (213) 617-7580.

Date Of Incident: _____ Time: _____

Estate Name and Address: _____

TTC Job Request Number: _____ Estate Number: _____

Description Of Incident: (attach additional pages as necessary)

Specific damage/injury: _____

How occurred: _____

Name of employee(s) involved: _____

Agencies Notified (local law enforcement or emergency services): _____

Report Prepared By: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

TTC Internal Use Only

Report Received By: _____ Date: _____
(PRINT)

Title: _____ Signature: _____

Pursuant to Exhibit A, Statement of Work of the Cleanup and Trash Removal Services Contract, Section 1.5, the Contractor will be liable for the cost of repairs for such damages.

TECHNICAL EXHIBIT 4

VENDOR NAME
VENDOR ADDRESS
CITY, STATE ZIP
VENDOR TELEPHONE

PLEASE FAX THIS COMPLETED FORM TO THE PA'S OFFICE, ATTENTION CARL FONSECA. FAX No. (213) 617-7580 NO LATER THAN 48 HOURS AFTER YOU COMPLETE THE JOB. *ALSO, DROP OFF THE ESTATE KEYS NO LATER THAN 48 HOURS AFTER THE DATE OF JOB COMPLETION.*

QUALITY CONTROL INSPECTION FORM

ESTATE NAME: _____

ADDRESS: _____

CASE No: _____ DRAYAGE No: _____

TYPE OF WORK

YARD CLEANUP []

TRASH OUT AND DRY SWEEP []

CHEMICALS STORED []

OTHER []

JOB INFORMATION

TRUCK + TWO (2) MEN []

ADD'L MEN []

ADD'L MISC. []

START DATE: _____ FINISH DATE: _____ TOTAL HOURS WORKED: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

DATE: _____ HOURS: _____

ADDITIONAL COMMENTS: _____

JOB SUPERVISOR'S SIGNATURE: _____

DATE: _____

Vendor Name: _____ Drayage No. _____

Estate Name: _____ EA No. _____

Address: _____

1. Trash out _____ 2. Yard cleanup _____ 3. Other (Describe) _____
(ALL WORK ASSIGNMENTS BEGIN AT 7:00 A.M.)

Return to Landlord_____

Note: YOU MUST CALL TO OBTAIN PRIOR APPROVAL IF ANY ADDITIONAL TIME, MEN AND/OR EQUIPMENT ARE NEEDED.

Ilse Hipfel
Assistant Division Chief
(213) 974-0419

[illegible]

CHANGE IN WORK ORDER: Yes _____ No _____

Additional Days: _____ **Add'l Men:** _____ **Add'l Trucks:** _____ **Add'l Equipment:** _____

DATE: _____

[illegible]

DATE: _____


```

L A P I S                INVENTORY - DRAYAGE REQUEST ENTRY                LA0403
CASE:                                ENTRIES: 3
DRAYAGE #:                                DATE REQUESTED:
1 REQUESTING T.O.: PTL                14 ITEMS BEQUEATHED:
2 TYPE: R TRASH REMOVAL
3 NUMBER OF VEHICLES:
4 ADDRESS:

                                15 AFFIDAVIT SIGNED:
                                16 NAME:
                                17 ADDRESS:

5 UNIT #:
6 MANAGER'S NAME:

                                18 SPECIAL INSTRUCTIONS:

7 PHONE #:
8 LOCATION OF KEYS: ATTACHED
9 # OF STORAGE CONTAINERS:
10 CLEAN UP:
11 HOLD PERSONAL PHOTOS:
12 WILL:                                19 VENDOR:
13 STARTING ITEM NUMBERS:                20 DATE SCHEDULED:
X                                21 ASSIGNED TO: IEH
                                22 SERVICE DAYS:
                                TOT TIME: 00:00
                                23 STATUS: P PENDING                24 STATUS DATE:

FIELD TO CHANGE ? .....
15:40:38 21 NOV 2008                Los Angeles County PA/PG                3056 LAPIS

```

CONTRACTOR'S EEO CERTIFICATION

Southwest Hauling, Disposal, & Demolition, Inc.

Contractor Name

909 Aviation Blvd., Suite 2, Manhattan Beach, CA 90266

Address

46-0513939

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|---|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

Gregory Burelli, President

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

3-5-09

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Craig Hendrickson
Title: Operations Chief
Address: Treasurer & Tax Collector - Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0404
Facsimile: (213) 617-7580
E-Mail Address: chendrickson@ttc.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Ilse Hipfel
Title: Assistant Operations Chief
Address: Treasurer & Tax Collector - Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-0419
Facsimile: (213) 617-7580
E-Mail Address: ihipfel@ttc.lacounty.gov

COUNTY PROJECT MONITOR:

Name: Luis Leyva
Title: Supervising Deputy Public Administrator
Address: Treasurer & Tax Collector – Public Administrator Operations
320 West Temple Street, 9th Floor
Los Angeles, CA 90012
Telephone: (213) 974-4804
Facsimile: (213) 617-7580
E-Mail Address: lleyva@ttc.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Southwest Hauling, Disposal, & Demolition, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Greg Burelli
Title: Owner
Address: P.O. Box 1783
Manhattan Beach, CA 90266
Telephone: (310) 546-4855
Facsimile: (310) 374-1095
E-Mail Address: Southwestdisposal@yahoo.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Greg Burelli
Title: Owner
Address: P.O. Box 1783
Manhattan Beach, CA 90266
Telephone: (310) 962-9069 (Cell)
Facsimile: (310) 374-1095
E-Mail Address: Southwestdisposal@yahoo.com

Notices to Contractor shall be sent to the following:

Name: Greg Burelli
Title: Owner
Address: P.O. Box 1783
Manhattan Beach, CA 90266
Telephone: (310) 546-4855
Facsimile: (310) 374-1095
E-Mail Address: Southwestdisposal@yahoo.com

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo o no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

